Queensland

Parliamentary Debates
[Hansard]

Legislative Council

FRIDAY, 19 NOVEMBER 1886

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LEGISLATIVE COUNCIL.

Friday, 19 *November*, 1886.

Laidley Creek Branch Railway.—Extension of Central Railway—postponement of motions.—Bowen to Townsville Railway Bill—third reading.—South Brisbane Mechanics Institute Land Sale Bill—third reading. — Godsall Estate Enabling Bill — third reading.—British Companies Bill No. 2—committee. —Gold Fields Homestead Leases Bill—committee.—Crown Lands Act of 1884 Amendment Bill—committee.—Building Societies Bill—message from the Legislative Assembly.—Adjournment.

The PRESIDING CHAIRMAN took the chair at 4 o'clock.

LAIDLEY CREEK BRANCH RAILWAY.

The POSTMASTER-GENERAL presented the report of the select committee on the proposed branch railway to Laidley Creek, and moved that it be printed.

Question put and passed.

EXTENSION OF CENTRAL RAILWAY.

POSTPONEMENT OF MOTIONS.

The POSTMASTER-GENERAL said: Hon. gentlemen,—It has been suggested to me that notices of motion Nos. 1 and 2 had better stand over for a few days, in order to give hon. members further time to consider the question of the policy and cost of the proposed extension of the Central Railway involved in these two motions. I have no objection to accept that suggestion and postpone the motions till Tuesday or Wednesday next, in order to allow hon. members further time to consider the extension. I myself am very well acquainted with the district through which the line will pass, and the site of the proposed terminus at Thomson River, and I have not the slightest hesitation in saying that the House could with perfect safety allow these two motions to pass. But out of deference to the expressed wish of those hon. gentlemen who desire further time to consider the matter, I am quite prepared to defer the motions, and will accordingly postpone them till Tuesday next.

The HON. W. F. LAMBERT said: Hon. gentlemen,—If any hon. members have not had time to inquire into the desirability of proceeding with this extension, of course it is only fair that time should be given them to ascertain whether it is advisable to incur the expenditure which this line will involve. But the matter has been so thoroughly considered and thrashed out since we commenced to make railways in Queensland, that I really think the question hardly requires a moment's further consideration. This line has been spoken of as long as I have been in the colony as one which should be carried out, and it has always been said that if we could only get to those western plains by rail it would be a great benefit to the country at large. I am aware that time was given to consider the report of the select committee on the proposed railway through Fortitude Valley to Mayne, but in that case 615 questions were asked and replied to, no doubt after much thought, by the parties who knew most about the subject, and it takes a considerable time to go through those 615 questions and replies, so that I think it was very judicious to postpone the consideration of that railway. But I really cannot see why the extension of the Central line should be delayed. There is a number of men employed on the part of that line now under construction and which will be completed soon, and these men will be thrown out of employment if this extension is not carried out. We have had in that part of the colony a

considerable number of men unemployed for some time past, and it has been, I am sorry to say, a great tax on the squatters. Most of those men have no money, and are travelling about the country seeking employment, which they cannot find; and because they have no money they do not care to go into the towns. I think some consideration should be shown the people in the outside districts, and that we ought to try and afford them employment. The proposed extension is very desirable. The line will pass through some of the finest country I have seen in Australia, and all sheep country, from which an enormous amount of wool will be sent down by rail. I hope hon. members will not deem it necessary to postpone this matter, but that the House will approve of the extension without delay.

The PRESIDING CHAIRMAN: I must call the attention of hon. members to the fact that there is no question before the House. It is quite competent for the proposer of this motion to withdraw it before it is submitted to the House, and he has postponed it till Tuesday next. There can therefore be no debate on the question.

The HON. W. FORREST said: Hon. gentlemen,—I rise to a point of order. Can any motion be withdrawn without the consent of the House? I certainly think it cannot.

The PRESIDING CHAIRMAN: The motion has not been before the House at all. The Postmaster-General has postponed it, and any hon. member can withdraw a motion before it is proposed without the consent of the House.

BOWEN TO TOWNSVILLE RAILWAY BILL.

THIRD READING.

On the motion of the POSTMASTER-GENERAL, this Bill was read a third time, passed, and ordered to be returned to the Legislative Assembly, by message in the usual form.

SOUTH BRISBANE MECHANICS INSTITUTE LAND SALE BILL.

THIRD READING.

On motion of HON. F. T. BRENTNALL, this Bill was read a third time, passed, and ordered to be returned to the Legislative Assembly, by message in the usual form.

GODSALL ESTATE ENABLING BILL.

THIRD READING.

On the motion of the HON. F. T. GREGORY, this Bill was read a third time, passed, and ordered to be returned to the Legislative Assembly, by message in the usual form.

BRITISH COMPANIES BILL No. 2.

COMMITTEE.

On the motion of the POSTMASTER-GENERAL, the Presiding Chairman left the chair, and the House resolved itself into a Committee of the Whole to consider this Bill in detail.

Preamble postponed.

Clauses 1 to 12, inclusive, passed as printed.

On clause 13, as follows:—

"In the event of the winding-up of a registered British company, all land of the company within Queensland, and all money due to the company upon the security of land within Queensland, shall be applicable in the first instance in payment and discharge of the debts of the company contracted within Queensland, in priority to any other debts of the company."

The HON. P. MACPHERSON said he wished to propose an amendment on that clause. He moved that all the words after "Queensland" in the 2nd line to the word "Queensland," inclusive, in the 4th line be omitted, so that the clause should read thus:—

In the event of the winding-up of a registered British company, all land of the company within Queensland shall be applicable in the first instance in payment and discharge of the debts of the company contracted within Queensland, in priority to any other debts of the company.

He had already given the Committee his views upon that proviso, and need not, therefore, repeat them on the present occasion.

The POSTMASTER-GENERAL said the suggestion made by the Hon. Mr. Macpherson struck him as being very fair indeed. There might not be very much in the practical working of the clause as it stood, but there might be yet a sentiment unfavourable to the colony and to the establishment of financial companies in it. He had considered the matter pretty fully, and would offer no opposition to the amendment.

The HON. J. S. TURNER said he agreed with the view expressed by an hon. gentleman yesterday, and that was that the clause should be excised altogether. In his mind it was manifestly inequitable, and he failed to see any fairness in one set of creditors having such an advantage as that involved in the clause over other creditors. The mere fact of one section of the creditors being resident did not seem to him to justify the preference shown to them as against non-resident creditors. He was, therefore of opinion that the clause was calculated to neutralise to some extent the otherwise good provisions of the Bill by hindering the desired introduction of capital into the colony. And in support of this view, he might mention that only that morning he received a communication from a gentleman who occupied a very high position in Victoria as an authority on financial matters, and who controlled a very large monetary institution there, calling his attention to the clause, and writing strongly in disapproval of it as likely to defeat the object desired by the promoters of the Bill. Of course, the amendment of the Hon. Mr. Macpherson was a very great improvement upon the clause as it stood, but he would rather see the clause out altogether.

The HON. P. MACPHERSON said he thoroughly agreed with the Hon. Mr. Turner that it would be better to let the clause go, but he was afraid that if the clause were struck out the Bill would fall through. He would have liked to have seen the Bill give to foreign companies in this colony rights that they did not possess at present, but he was afraid to move an amendment to that effect.

The HON. G. KING said his idea was that colonial and English creditors should rank *pari passu*, as regarded English assets and colonial assets. Certainly that should be the aim of the Bill.

The HON. J. C. HEUSSLER said it would be very unfair to give any preference to colonial creditors over English creditors. Supposing a mercantile firm in this colony, or in any other part of the world, had to be wound-up, all the proceeds ought to be divided *pro ratâ* in regard to dividends.

The POSTMASTER-GENERAL said it would be conceded that the Bill had particular reference to giving facilities to the establishment of financial companies in the colony, and its introduction was consequent upon representations made on behalf of certain financial institutions. The objections that hon. members had raised were entirely removed by the amendments of the Hon. Mr. Macpherson. Those

companies would most likely appoint agencies in the colony, either at the banks or with first-class mercantile firms whose staffs and offices would be used in carrying on the business of such companies, so that the clause would practically have no effect whatever, and would be no deterrent to companies carrying on the operations which were expected to accrue from the Bill becoming law. It would be better to pass the clause as amended.

The HON. A. J. THYNNE said he hoped the clause would pass as amended without division, but he thought that they ought to look at the Bill a little deeper than anyone who had yet spoken appeared to have done. The Bill, to his mind, marked an important epoch in the history of the colony. A few years ago the difficulties of holding land in the colony by British companies were scarcely dreamt of. It was now that they were establishing what might possibly be, in the very near future, an entirely distinct nation, that the question arose. They were beginning to ask what really were the powers and functions of institutions established in Great Britain; what rights had they here? The introduction of the Bill was an important step, and was the first practical declaration of their views in connection with the matter. He thought it was only a *quid pro quo* to require that, while they were giving an undoubted privilege to those companies to hold land in the colony, they should also preserve for their own people, who might happen to be creditors in an unfortunate company, the right of enforcing their remedies in the colony, without having to go to the other end of the world to recover their money. It was only a fair and reasonable consideration to exact. He trusted that the Bill would pass with the amendments moved by the Hon. Mr. Macpherson.

The HON. F. T. GREGORY said that, while they were watching over the interests of the colony, and endeavouring to prevent the public losing by the action of any British company that might be registered within the colony, they must not forget that there was an opposite side to the question; and that was that if they claimed a right to take the whole of the assets of the company within the colony to meet debts within the colony, it would be only the surplus that would go to the shareholders at home. Looking at it from the standpoint of those shareholders, why should not they receive their dividends in full out of all the assets the company had in that place before the colonial creditors could get any? If they admitted the principle that it was desirable to allow those companies to establish themselves in the colony, they must allow them to do so on the same terms as Queensland companies. If not, the consequence would be that they would have no assets in the colony; but would have ample in Great Britain, or where the company was established, to meet the claims of the local proprietary and creditors, and none to meet those in the colony. He was not well versed in the action of those companies, but looked at the matter in a broad light. What he had stated would be the natural effect of giving creditors in one part of the Empire a preferential claim over others. He did not wish to imperil the Bill, so he would leave the results of the omission of the clause to be discussed by those who were better acquainted with such matters than he.

The HON. G. KING said it was a matter of administration in bankruptcy whether the English creditors would under existing laws share equally in the colonial assets, or *vice versâ*—the colonial creditors in the English assets. It must be a matter of arrangement in bankruptcy; he did not know what the law was.

The HON. A. J. THYNNE said if the amendment were carried the clause would not apply to the general assets of the company in the colony, but only apply to land which they held. Any other assets they might have would be disposed of in the ordinary way.

Question—That the words proposed to be omitted stand part of the clause—put and negatived.

Clause, as amended, put and passed.

On clause 14, as follows:—

"Any British company which holds land in Queensland at the commencement of this Act, shall, upon the registration of the company under the provisions of this Act (before the first day of July, one thousand eight hundred and eighty-seven), be entitled to the same rights and privileges with respect to such land as if this Act had been in force and the company had been registered under its provisions when the land was first acquired by the company."

The HON. G. KING said he intended to move the introduction of a new clause to follow clause 14, but he did not wish to press it. He would not endanger the passing of the Bill, but the object of the clause was to permit companies not registered to lend their surplus funds upon mortgage here without being interfered with. The following was the clause he proposed:—

Notwithstanding anything to the contrary contained in this Act, an unregistered British company desirous of investing money may, for the purposes of such investment, and for no other purpose—

(1) Become mortgagees or encumbrancees of land, whether under the provisions of the Real Property Act of 1861 or not, for the purpose of securing the repayment of any money *bonâ fide* advanced by the company on the security of such land;

(2) Hold any land of which they are such mortgagees or encumbrancees until the same can be advantageously disposed of, but for the purpose of reimbursement of the company only, and not for profit;

(3) Take and hold until the same can be advantageously disposed of, but for the purpose of reimbursement of the company only, and not for profit, any land which is taken by the company in satisfaction, liquidation, or discharge of any debt due to the company, or in security for any debt or liability *bonâ fide* incurred or come under previously, and not in anticipation or expectation of such security;

(4) Sell, convey, assign, transfer, or otherwise dispose of, any such land.

The object of the clause was to meet the cases of companies who might not be in a position to furnish the necessary material for registration—who could not possibly incur any liability, and who had funds to lend, and who were willing to lend them if they could do so with perfect safety. It was a question whether a similar provision for the safety and security of unregistered companies was contained in the Bill before them, although lawyers said there was no need for any amendment. He might say there could be no real practical objection to the clause, yet it might be surplusage. Still it would place the matter beyond doubt, and enable companies so situated to avail themselves of the provisions of the Bill.

The POSTMASTER-GENERAL said the question raised by the Hon. Mr. King gave him an opportunity of assuring the Committee that the matter he referred to was already fully provided for by clause 7 of the Bill. He would give a *précis* of the objects which the amendment included. It began by saying that notwithstanding anything to the contrary contained in the Act, an unregistered company should have all the privileges that registered companies had. In reply to that he might say that unregistered companies had all those privileges at present without the Bill at all. It had been contested by several would-be authorities that their status was different from

that of registered companies, but would it be desirable that unregistered companies should have the whole benefit of the provisions of the measure before them? If such companies declined to register themselves within the colony they should not be entitled to the benefits bestowed by the Bill. How were they to have any knowledge of their existence? There would be no record of them. They all knew that it was desirable to have that limited knowledge of companies that were disposed to trade in the colony, either in money or in anything else. The hon. gentleman must be aware, from the past experience of a quarter of a century, that many bogus companies had been started in America and in the British Islands, which had resulted in disaster to many persons who believed they were *bonâ fide* sound companies. Registration, of course, implied that such companies should furnish the registrar with documents, which should be deposited in the office of the registrar of joint-stock companies. The operation of registration necessarily implied that some evidence of the constitution of the company should be on record and lodged in the proper form, so that the general public might have access to it. Coming to the subsections of the clause proposed by the Hon. Mr. King, it was stated that a company might become mortgagees or encumbrancees of land, whether under the provisions of the Real Property Act of 1861 or not, for the purpose of securing the repayment of any money *bonâ fide* advanced by the company on the security of the land, and hold any land of which they are such mortgagees or encumbrancees until the same could be advantageously disposed of, but for the purpose of reimbursement of the company only and not for profit. And, thirdly, they might take and hold land for the same reasons as were contained in the preceding subsection. The whole of the powers sought for in the new clause were included in clause 7, which had just been passed, and he thought that with that assurance the hon. gentleman would be hardly inclined to press his amendment. Even if the Committee carried it it would simply be surplusage and would disfigure the Bill, which as it stood was all that could be desired.

The HON. W. G. POWER said clause 14 proposed that any British company could hold land in Queensland at the commencement of the Act, and upon the registration of the company under the provisions of the Act, before the 1st July, 1887, be entitled to the same rights and privileges, etc. Why should they not be allowed a longer term to register instead of forcing them to register themselves before the 1st of next July? Why should they not leave it for twelve months? The present date allowed a very short time for people to communicate with their friends in the old country, and he thought it would be wise if the Postmaster-General decided to make the date the 31st December, 1887. They ought to give people who wished to bring money here every encouragement they could. He really could see no reason why the date should not be altered to the 31st December.

The HON. A. HERON WILSON said he hoped the hon. member who had just spoken would not propose an amendment in the direction he had suggested. There was nothing whatever in the clause to hinder people from coming from the other end of the earth twice over and getting everything done satisfactorily. There were seven months allowed, and it was possible to get to England now in six weeks.

The HON. W. G. POWER said he really could not see what objection there could be to the extension of the period he had suggested. People did not want to be forced in their business, and if the clause was passed as it stood, it would appear as if they were forcing companies to come to a decision with respect to registration in Queensland. He was quite certain that many people in Europe did not undertand their mode of doing business, and it took them a long time to learn it, as he knew from experience. He would like the Postmaster-General to state what objection there was to amending the clause as suggested.

The POSTMASTER-GENERAL said there were, he believed, no British companies holding land in Queensland at the present time. If, however, there happened to be any such company holding land in the colony, that clause would meet their case. It would allow them eight months to register in Queensland. But suppose there were twenty such companies in the colony, they would not be prejudiced in the slightest degree by that provision.

The HON. A. J. THYNNE said he thought the object the Hon. Mr. Power had in view, in suggesting an amendment of the clause by which the term would be extended, was to prevent any difficulty arising should any of those companies happen by any chance to slip over the time allowed for registration.

The POSTMASTER-GENERAL: There is none here.

The HON. A. J. THYNNE said he thought the Postmaster-General was in error when he stated there was none here. He (Hon. Mr. Thynne) happened to know some, and he was acquainted with one case in which a great many months had been spent in getting a simple certificate of incorporation for a company which was entitled to register under the old Act, and it had not yet been received. And that might occur again. A company might have a difficulty in complying accurately with the requirements of the registrar by the particular date specified in that clause. At the best, the date was an arbitrary one; and, as the Hon. Mr. Power had stated, companies were sometimes not easily moved, so that there was a great deal of force in the suggestion to have the time extended for six months longer. It would be far better to do that than to have to pass a Bill afterwards to extend the time as they had had to do in other matters; they had a Bill before them that afternoon to extend a period arbitrarily fixed by a previous enactment. He hoped the suggested amendment would be accepted by the Postmaster-General.

The HON. A. HERON WILSON said, so far as he could understand the Bill, it was a Bill for the protection of the public of Queensland against foreign joint-stock companies trading to the colony. At any rate, it was that to a certain extent. He thought that if they allowed the proposed amendment, giving a longer term for registration, they would do a great deal of harm, and he therefore hoped the Postmaster-General would stick to the clause as it stood.

The HON. W. FORREST said that, so far as his knowledge went, there was not the slightest necessity for the Bill. It was merely introduced to quieten some doubts and fears which had been got up. In corroboration of what the Postmaster-General had stated with regard to what could be done, he might say that he knew of his own knowledge that money in considerable sums had been lent in the colony by a London company not registered here, and that the company had taken as security a mortgage over freehold property. And he believed that that security was sound and valid security, which could, if the necessities of the case required it, be used by the company in the same manner as it could be dealt with by a private individual. At the same time, while he was of that opinion,

he thought that, as they were legislating on the subject, they should do all they could to encourage foreign companies to do business in the colony, and he thought the suggestion made by the Hon. Mr. Power was a good one. The companies would probably want to call the shareholders together before registering under that Bill, and that could not be done in a day. It might, therefore, be well to extend the time. Personally, he would not press the matter, because he believed that companies could already do everything which they were empowered to do by that Bill.

The POSTMASTER-GENERAL said the hon. gentleman who had just spoken stated that if they wished to encourage those companies they should extend the time during which the companies should be entitled to register to twelve months, as suggested by the Hon. Mr. Power. He (the Postmaster-General) would point out that the suggested amendment only applied to companies already in the colony, and all those companies had to do with respect to that clause was to determine in eight months whether they would register in Queensland. That was all. The clause would not in any way alter their securities or constitution, and registration was purely a formality which at the very most need not take more than a couple of hours. It seemed to him that ample time was allowed for that, but he was quite prepared to take a vote on the subject, and if it was against him the responsibility would rest with the Committee. But no reason had been advanced for giving more than eight months for the simple determination by the persons who were representing British companies in the colony whether they would take advantage of the provisions of the Bill. Some of them had been for seven or eight years past asking for the privileges which that measure conferred, and why in the name of common sense could not those people who had been rapping at the door seeking admission under a Bill of that character not enter now that door was open? Surely they were not going to take eight months to enter.

The HON. W. FORREST said he thought the Postmaster-General missed the real point at issue. It was not a question of those companies who were coming to the colony taking advantage of the Bill. It was a question as to whether those companies already here should be allowed more time to register. According to the clause as it now stood, a company which had already started business in the colony must register before the 1st of July next if they wanted to come under the privileges granted by that Bill. Was not that the case? He thought it was. But why should companies which had already done business in the colony be compelled to register within seven or eight months when companies which were not now doing business here could register seven or eight years hence?

The HON. A. J. THYNNE said there was a great deal more in that matter than the Postmaster-General had yet realised. The hon. gentleman had stated, in answer to the Hon. Mr. Power, that the passing of that Bill would not in the slightest degree affect the position of those companies now holding land in the colony, and which did not register in Qeeensland by the 1st of July, 1887. But if hon. members would refer to clause 10 they would see that it would have a very serious bearing indeed upon the position of those companies. That clause provided that—

"From and after the first day of July, one thousand eight hundred and eighty-seven, the following enactment shall have effect:—

"A British company is not, except by virtue of some Act of the Parliament of Queensland, or some Act or Ordinance having the force of law in Queensland, or some Royal charter extending to and having effect in Queensland, competent to take, hold, convey, or transfer land in Queensland for an estate of freehold, unless such company has been registered in Queensland under this Act."

The position, therefore, was this: that if a company missed, by any accident, sending in their papers in proper form by the 1st of July, 1887, they would be in a very different position from that which they were at the present time. There was a doubt now as to their right to deal with land, but after the 1st of July there would be no such doubt, because it was distinctly provided by the Bill that if the companies were not registered by that date, it should not be competent to take, hold, convey, or transfer land in Queensland. He (Mr. Thynne) had stated that in his own experience he knew that it had taken a great many months to get a certificate of incorporation of a company formed in England, and which was capable of being registered under the Companies Act of 1867. There had been considerable correspondence with professional men of good standing in Great Britain in order to obtain the formal certificate of incorporation, but it had not yet been received in Queensland. He could conceive that there might be many such instances, and that such a difficulty might arise under that clause if it were passed as it stood. The Bill would first have to be published, then its provisions made known to the people interested, and after that the necessary papers for registration in Queensland would have to be obtained. He therefore thought that the proposal to extend the time to twelve months was not unreasonable. He really thought it would be very much better if the date were eliminated from the clause altogether, so that the companies might register at any time.

The HON. P. MACPHERSON said he did not think any objection could be taken to the amendment suggested by the Hon. Mr. Power. It was a very reasonable amendment. It was very true that the telegraph was exceedingly rapid, but men's ways of doing things were not so rapid, especially the ways of lawyers and sawyers. He hoped the Postmaster-General would gracefully accede to the amendment.

The POSTMASTER-GENERAL said the Hon. Mr. Thynne had referred to clause 10. They all knew that provision was in the Bill and the effect of it. All the companies who held land should hold it under one of the conditions of the Bill, and if they did not they had no business to hold it at all. The hon. gentleman knew very well that most British companies took their securities in the names of trustees, and he (the Postmaster-General) had kept that in view all through his argument. They must consider the practice in relation to mortgages as it existed in this country, and not as it did not exist. However the amendment was a mere bagatelle, and it was not worth the breath that had been expended upon it by any one member of the Committee. It was just as well to allow the question to go to a vote.

The HON. A. J. THYNNE said the more he looked at the matter the more he saw there was in it. He was sorry that Bills of that kind did not receive more consideration before they were brought under the notice of that Committee. The consideration of that measure so far showed the danger of rushing Bills of that nature through the Committee too quickly.

The POSTMASTER-GENERAL: I will postpone it for you for a week if you wish.

The HON. A. J. THYNNE said he did not want any concession; when he wished for a concession he would ask for it. He would point out that by clause 10 companies out of the colony which had mortgages here and had not

registered before the 1st of July, 1887, would not be in a position to realise their securities. They could not sell them, and they would not be able to convey them or transfer them. If that was the position in which the hon. gentleman wished to put a great many companies who held securities in the colony at the present time, he would leave the responsibility to the hon. gentleman. But he (Mr. Thynne) contended it was not right to compel banking institutions or other companies who happened to have mortgages in their hands to register in Queensland before the 1st July next. It was too short a time, and he hoped the amendment would be proposed and insisted upon.

The POSTMASTER-GENERAL said the hon. gentleman said that those companies could not transfer their securities. The clause in question did not refer to securities, but to freeholds.

The HON. A. J. THYNNE: What I said was that they could not realise their securities. If the hon. gentleman does not understand the difference between transferring and realising a security I will explain that a person may hand over his security to someone else, and that would be transferring, but if he sold it that would be realising the security.

The POSTMASTER-GENERAL: The hon. gentleman said the companies could not transfer their securities.

The HON. W. G. POWER said the Postmaster-General had stated that that was a matter of no consequence, and that there were no British companies in the colony. What was the use then of inserting it in the Bill at all? He moved that the clause be amended by the omission of the words "before the first day of July, one thousand eight hundred and eighty-seven" in the 3rd and 4th lines of the clause, so as to make the clause read as follows:—

> Any British company which holds land in Queensland at the commencement of this Act, shall, upon the registration of the company under the provisions of this Act, be entitled to the same rights and privileges with respect to such land as if this Act had been in force and the company had been registered under its provisions when the land was first acquired by the company.

The POSTMASTER-GENERAL said the hon. gentleman had not moved the amendment which he proposed at the beginning of the discussion. Why should the Bill be treated in that fashion? The amendment foreshadowed by the hon. gentleman when he initiated the debate was to give an additional six months. The discussion had taken place on that proposition, and now the hon. gentleman proposed to omit the words in reference to the time altogether. He (the Postmaster-General) thought that was hardly fair.

The HON. A. J. THYNNE: A suggestion was made in the course of the debate that it would be an improvement to omit the time altogether.

The POSTMASTER-GENERAL said that hon. members discussed the whole matter from the point of view that an additional six months should be granted within which the companies might register in Queensland, and the Hon. Mr. Power now moved a different amendment altogether.

The HON. W. G. POWER said that the Bill had been pushed before them in such a manner that they had not time to consider it. The Bill was received about the 17th November. How could they have time to consider it since then? If the Government pushed their Bills along in that way, they must expect them to be treated in the manner that Bill had been treated that afternoon, particularly by members who were not lawyers.

The POSTMASTER-GENERAL said that under the circumstances, in order to give the hon. gentleman all the time he desired, and that there might be no complaint on the part of other hon. gentlemen that they had not had sufficient time to consider the measure, he moved that the Chairman do now leave the chair, report progress, and ask leave to sit again.

The HON. A. J. THYNNE said he thought the action the Postmaster-General had just taken was one which, when he came to think over calmly, he would not quite approve of. They had gone through the Bill to that point, and it was desirable that they should finish it. Possibly the Postmaster-General himself required time to consider the matter.

The POSTMASTER-GENERAL: No.

The HON. A. J. THYNNE: If the hon. gentleman did, and would say so, that would be another matter. At the same time, he thought they should proceed with the amendment, especially as he saw that their hands would be pretty full next week.

The POSTMASTER-GENERAL said he wished to allow the hon. gentleman who moved the amendment full time to consider the matter. The hon. gentleman complained that he had not had time to give the question proper consideration, and that was an admission that the amendment might be a hasty one. He (the Postmaster-General) had had no notice of the intended amendment, and hon. gentlemen were aware that he always set his face against sudden amendments which they had not heard of until they came from the lips of the proposer. He desired, therefore, to give ample time to consider the matter fully, and hon. members need not be hurried. There was not the slightest danger of that Chamber adjourning as early as it was expected the Assembly would adjourn, and there was no desire to hurry business. He wished to give the fullest opportunity for the consideration of all measures, and under all the circumstances he thought it would be better to postpone the remaining clauses of the Bill until Tuesday. Their hands were not full for next week, as was suggested by the Hon. Mr. Thynne, and they could easily dispose of that Bill on Tuesday afternoon.

The HON. W. G. POWER said he thought they should go on with the Bill. He did not see why they should adjourn the matter. There was plenty of business on the paper for next week without postponing that Bill. He was sorry to see that the Postmaster-General had got into a heat over that amendment. The hon. gentleman looked very warm and wanted now to adjourn the matter, he supposed, in order to withdraw the Bill, simply because he had met with a defeat.

The HON. J. C. HEUSSLER said he thought they might as well agree to postpone the further consideration of the Bill, not because of the amendment suggested by the Hon. Mr. Power, but for other reasons. He (Mr. Heussler) was not quite clear with regard to the priority it was proposed to give creditors in the colony, and he would like the question to be thoroughly ventilated before a definite decision was come to by the Committee. If they adjourned the matter now they could easily dispose of it next week, and if they found it was necessary they might make amendments which would render the measure more palatable to the people who would be affected by it. It might happen that the shareholders of some companies might be in Holland, France, or Germany—that was by no means improbable—

and it might be desirable to consult continental creditors, so that perhaps it would be an advantage to extend the time as suggested by the Hon. Mr. Power.

The HON. P. MACPHERSON said that, by way of throwing oil on the troubled waters, he would suggest to the Hon. Mr. Power that he should adhere to his first proposal.

The HON. W. G. POWER said he would be quite willing to do that, and if the Postmaster-General would withdraw his motion he would, with the consent of the Committee, withdraw his amendment.

The POSTMASTER-GENERAL: In view of what has fallen from the Hon. Mr. Macpherson, with the permission of the Committee I will withdraw my motion.

Motion, by leave, withdrawn.

The HON. W. G. POWER: With the permission of the Committee I will withdraw my amendment on clause 14.

Amendment, by leave, withdrawn.

The HON. W. G. POWER moved that the word "July," in the 3rd line, be omitted, with the view of inserting the word "January."

Amendment agreed to.

Mr. POWER proposed that the word "seven" be omitted, with a view of inserting the word "eight." The date would then be the 1st January, 1888.

Amendment agreed to.

Clauses 15 and 16 passed as printed.

The POSTMASTER-GENERAL moved that the preamble, as read, be the preamble of the Bill.

The HON. A. J. THYNNE said he would point out to the hon. gentleman that the clause upon which an amendment had just been carried was assimilated to clause 10.

Preamble put and passed.

On the motion of the POSTMASTER-GENERAL, the House resumed, the CHAIRMAN reported the Bill, with amendments, and the report was adopted.

The POSTMASTER-GENERAL moved that the third reading stand an Order of the Day for Tuesday.

The HON. A. J. THYNNE: Has the hon. gentleman any intention to recommit the Bill?

The POSTMASTER-GENERAL: I do not propose to take any action this afternoon in reference to what the hon. gentleman said. I am cognisant of the circumstance to which the hon. gentleman has alluded, and the effect of it.

Question put and passed.

GOLD FIELDS HOMESTEAD LEASES BILL.

COMMITTEE.

The POSTMASTER-GENERAL said: Hon. gentlemen,—At the request of several hon. members, I beg to move that this Order of the Day be postponed until after the consideration of Order of the Day No. 6.

Question put and passed.

CROWN LANDS ACT OF 1884 AMENDMENT BILL.

COMMITTEE.

On the motion of the POSTMASTER-GENERAL, the Presiding Chairman left the chair, and the House went into committee to consider the Bill in detail.

Clause 1 passed as printed.

On clause 2—"Short title and construction —

The POSTMASTER-GENERAL said he took the opportunity of stating that he would have something to say with respect to the effect of the several clauses in regard to the existing law, and would endeavour, shortly, to point out their meanings and the modifications they made in the present Act. He now moved that clause 2 stand part of the Bill.

Question put and passed.

On clause 3—

"The time prescribed by the twenty-eighth section of the principal Act, within which a pastoral tenant of a run held under the Pastoral Leases Act of 1869 within the part of the colony described in the first schedule to that Act may give notice to the Minister that he elects to take advantage of the provisions of that Act, is hereby extended to the first day of March, one thousand eight hundred and eighty-seven.

"When any such pastoral tenant gives such notice after the passing of this Act, the commencement of the term of the new lease to be granted to him under the provisions of the thirtieth section of the principal Act shall be the first day of January or first day of July nearest to a day two years before the date of the notification in the *Gazette* of the order of the board confirming the division of the run."

The POSTMASTER-GENERAL said the clause related to the time within which pastoral tenants might come under the principal Act. Many lessees in different parts of the colony, not clearly understanding the Act in that respect, had neglected to make application in time. The clause before them would allow them to come under the Act, and allow them no advantage by remaining outside. It was a very good clause indeed, and a modification of the existing law that would be very beneficial to many lessees, who from want of inclination or knowledge had not availed themselves of the provisions of the principal Act.

The HON. A. C. GREGORY said, referring to the principal Act, it appeared that all the lessees were required to make application within six months of the time it came into operation. That six months had passed, except so far as regarded certain leases which were made under special circumstances. The clause seemed to be simply one giving an extension of time and in no way would affect the rights and privileges of any lessee under the existing Act.

The HON. W. FORREST said when the principal Act was going through, he either proposed or suggested an amendment to extend the time to twelve months from the date of the passing of the Act. That was strenuously resisted by the Government, and now the same Government were themselves asking for an extension of time. However, as he supported the idea of an extension before, he should support it now.

Clause put and passed.

Clause 4 passed as printed.

On clause 5—"Conditions of extension"—

The POSTMASTER-GENERAL said he might mention that clause 5 did not relate to leases in the settled districts. It was admitted on all sides that an extension in those districts would impede the progress of close settlement, and there could be no question that ten years was long enough, and that some of those lands would be required at the expiration of the existing leases. Subsection 5 of the clause he had always strongly supported. It was a very fair thing that the small part of one-fourth, as was stated there, should be open to be resumed if the progress of settlement required it. Hon. gentlemen would observe the difference in the terms. There was an extension from fifteen to twenty-one years, which was a considerable concession, and one that had his hearty approval. In cases where it would

apply, it would result in a great good to the colony, and he hoped the clause would pass. The possibility of resumption of a certain proportion of runs and the extension of lease were the most important points in the clause.

The HON. A. C. GREGORY said the clause was a most important one. The present lease was for fifteen years, and the lessees were entitled to certain privileges. The Government proposed to give the lessees the option of extending their leases to twenty-one years, on the conditions that they should surrender to some extent the rights and privileges that they had under the existing leases. There was no breach of contract proposed; they had simply to consider the question upon its own merits. The clause gave the lessees the right to extend their existing leases to twenty-one years and have their rents assessed every seven years instead of every five years, and the increase should not exceed 50 per cent. upon the amount of the preceding term. The concessions required from the lessees in exchange for these advantages were that the leesees would be subject to the resumption of one-fourth of the area of their runs without compensation, either in one or in conterminous blocks; and secondly, the compensation for improvements would only be what the value of those improvements would be to an incoming tenant. Whether those terms were reasonable or not, there was no breach of contract in offering them, and their duty now was to consider whether in the public interest it was right and proper to offer such terms. The disadvantage to the lessee was in regard to the valuation of improvements. Although the actual cost of an improvement might be £1,000, still to an incoming tenant it might not be worth £100. That was a subject which required very considerable attention. It was only by careful consideration of the desirability of imposing greater or less conditions that they could come to a satisfactory conclusion.

Clause put and passed.

On clause 6, as follows:—

"When, after the passing of this Act, a pastoral tenant gives notice to the Minister that he elects to take advantage of the provisions of the principal Act, he may at the same time give notice that he elects to take advantage of the provisions of the last preceding section of this Act. And if he gives notice that he so elects, the provisions of that section shall apply with respect to the lease to be granted to him under the thirtieth section of the principal Act; but if he does not give notice that he so elects, the provisions of that section shall not apply to his lease."

The HON. A. C. GREGORY said, although the intention of the clause seemed to be reasonable, he would call the attention of the Postmaster-General to its peculiar wording. In the latter part of the clause, "and if he gives notice that he so elects, the provisions of that section shall apply with respect to the lease to be granted to him under the 30th section of the principal Act." The words "30th section of the principal Act" came nearest to the words "that section" in a preceding line, and the usual construction would be that those words applied to the 30th section of the principal Act, and not to clause 5 of the present Bill. He thought the Postmaster-General might be able to propose some verbal amendment in the clause.

The POSTMASTER-GENERAL: I beg to move that the clause be postponed.

Question put and passed.

On clause 7, as follows:—

"The rule prescribed by subsection 6, paragraph (*e*), of the twenty-ninth section of the principal Act, may be departed from by the board if it appears to them to be for the public interests so to do"—

The HON. A. C. GREGORY said that clause was the first in the Bill which involved a breach of the existing contract with the pastoral lessees. Under the existing Act a run was to be divided as nearly as practicable by a straight line into two blocks, but the clause before them provided that the board might, at their discretion, divide a run in any other way, If it applied only to runs taken up under the Bill before them there would be no breach of contract, but as applied to runs already taken up under the Act of 1884 the clause before them implied a distinct breach of contract. Although it might not be desirable in every case that a run should be divided by a straight line, and though possibly there were some cases where it might be for the advantage of the lessee to depart from that rule, still the discretion in the matter should not be left entirely in the hands of the board. It might be advantageous to divide a run by a straight line, or to take a block in the middle of it, and, in fact, modify the rule in the principal Act; but some consideration should be paid to the interests of the lessee, and as the clause at present stood it was a distinct breach of contract.

The POSTMASTER-GENERAL said he was at a loss to see where the breach of contract came in. Clause 7 had relation to the 6th subsection, paragraph (*e*), of the 29th section of the principal Act, and the object of the clause was to provide that the rule of paragraph (*e*) of the 6th subsection of the principal Act might be departed from by the board if it appeared to be for the public interest so to do. He had some experience of the working of the subsection of the principal Act to which the clause before them referred, and he must say that he was always opposed to the hard-and-fast rule embodied in that clause. There were, however, other hon. gentlemen present who were far better able to appreciate the advantages contained in the clause under discussion than he was, and he could leave them to deal with it. There were hon. gentlemen present who had longer experience in the subject matter of the division of runs, and they would at once appreciate the advantages which would accrue from the adoption of clause 7. Clause 29, subsection 6, paragraph (*e*), provided that the whole resumed part was to be in one block, and where practicable was to be separated from the remainder of the run by a straight line, and at least one-fourth of the external boundary was to be coincident with the original boundary of the run. He might inform the Committee, on the part of the Lands Department, that it had been found, in many instances, utterly impracticable to divide runs on that basis, either with justice to the lessee or in the interests of the country. He had a number of cases of the kind in his mind's eye at present. There was no doubt that the board had endeavoured to meet such cases by interpreting the section as liberally as possible. He was also able to inform the Committee that there were pastoral lessees who were very favourable indeed to the proposed modification of the law. There was no reason why that modification should not be made. It would make the provision more flexible, and the flexibility that would be obtained by the modification proposed should it become law, would have such an effect that he was justified in saying that, if it would not be entirely in the interests of the lessee, at all events the interest in that direction would preponderate. Speaking of the principal Act, the rule laid down therein was too hard and fast, and the clause before them would benefit alike the pastoral lessee and the State, because what was for the benefit of the tenant—he was not speaking of the tenant merely as a tenant and for the sake of his own interest and aggrandisement—but what

was really a benefit to the tenant would prove indirectly a benefit unquestionably to the State. He was fully satisfied the clause would prove a most judicious improvement upon the present law, and one that would be found to act with advantage in many cases. Hon. gentlemen who had paid any attention to the cases of disputed divisions that had appeared before the Land Board would have noticed that many modifications might have been made, which would have been beneficial to the tenant and to the State had the board had a little more of what he had before styled "flexibility" in the law to deal with that particular matter. He hoped the clause would pass.

The HON. W. FORREST said he was glad to hear the opinion of the Postmaster-General that the clause was framed as much in the interests of the lessee as in the interests of the State. He might say, in passing, that he could never find out any reason for what they had often seen in public documents—and he was a sufferer by one of them himself—he could never see why that which was for the benefit of the lessee should be considered antagonistic to the interests of the public. He quite agreed with the Postmaster-General that a little more flexibility was wanted, but the clause was not quite clear enough, and was one-sided. He had hoped when the Hon. Mr. Gregory got up that he would move a small amendment in the clause, which was all that was necessary to meet the case. No doubt if the division proposed by the board was for the benefit of the lessee he would give his consent; but he thought a very small amendment providing for the insertion of the words "with the consent of the lessee" after the word "may," in the 2nd line of the clause, would make it very distinct, and prevent the lessee being unfairly dealt with. There were some hon. gentlemen present who were not in the Chamber when the principal Act was passed, and who consequently might not know why the clause of the principal Act—which clause 7 of the Bill was intended to amend—was passed. That clause was inserted in the principal Act at his instigation, and he would explain the reason. To explain what the original clause was when it reached that Chamber, he would have to give an illustration. It provided that a run of say 1,000 square miles was to be divided into four parts of 250 miles each, and those parts could be divided again, and out of each of those portions the board might at their discretion resume a certain part. The clause as it originally reached the Council, in fact, provided that a run might be so cut up by the action of the board that the portion left to the lessee would be perfectly useless and unworkable. He found on looking up the matter that the Hon. Mr. Mein, who was in charge of the principal Act, accepted the amendment he proposed without a division, and, in fact, expressed an opinion that it was in harmony with the spirit of the Act. He was inclined to think that the omission of the words "with the consent of the lessee" in the clause before them was an oversight, because if they looked at the proviso of subsection 5 of clause 5, which they had just passed, they would find that certain things provided by that clause should be done, "unless the lessee otherwise agreed." He therefore thought it was probably intended that a similar provision should be inserted in clause 7. If the Hon. Mr. Gregory would propose an amendment providing for the insertion of the words "with the consent of the lessee" he would support it, and he thought it would be in harmony with what had fallen from the Postmaster-General when he said that the insertion of the clause was to assist the lessee. If the clause was passed as it was, he agreed with the Hon. Mr. Gregory that it would probably involve a breach of contract, because the lessee came under the Act of 1884, under certain conditions, which provided that the runs were to be divided as far as practicable by one straight line, and if they allowed them to be otherwise divided under the clause before them, the lessee might find his run destroyed, and the portion left him practically unworkable.

The HON. A. C. GREGORY said the suggestion thrown out by the Hon. Mr. Forrest was a really good one, and would meet the case. The insertion of the words "with the consent of the lessee" would not permit the lessee to force anything upon the board, and it would prevent the board forcing anything upon the lessee, and would meet all that was required. He was aware that the Postmaster-General had said that the hard-and-fast rule laid down in the principal Act had at times been prejudicial to the public interest and the interest of the lessee; nevertheless it was part of the contract which the lessee entered into in bringing his run under the Act. He thought the clause, with the amendment he would propose, would meet the case without allowing either party to override or evade the spirit of the Act. He moved that the words "with the consent of the lessee" be inserted after the word "may" in the 2nd line of the clause.

The POSTMASTER-GENERAL said the flexibility desired in that clause was not to be one-sided—to be at the option of the pastoral lessee; otherwise it would not be for the public interest. He referred in his previous remarks to what should be the paramount interest, and pointed out that regard should be had both to the interests of the pastoral tenant and the Crown. Both of those interests necessarily implied the public interest. If, however, the power of the board was to be curtailed to the limit proposed by the amendment, it would not mean the public interest at all; it would mean that the matter was within the option or the humour or whim of the tenant, and that the board should have no authority whatever to exercise the flexibility which he had before advocated. Hon. gentlemen would therefore at once see how one-sided the argument of the proposer of the amendment was. That clause was to give facilities for the equitable division of runs which did not now exist in the principal Act. The amendment was one which he respectfully submitted could not be accepted with anything like seriousness. He had endeavoured to imprint on the minds of hon. gentlemen a little of the feeling that he had himself in the matter, and a little of the knowledge he had of the intention of the Government with respect to the working of the clause as it stood in the Bill, and he thought that they would be able to apprehend that it was desirable that that extended facility should be established. It was intended, as the clause itself would show, that the matter should rest entirely with the board, and the board were to exercise the discretion given them in the public interest; and undoubtedly that included the interests of the pastoral tenant. It was not, however, to be entirely at the option of the lessee; that would be a most unwise provision to make. He would say at once that he was unable to accept the amendment proposed by the Hon. A. C. Gregory.

The HON. F. T. GREGORY said the whole object and aim of the Postmaster-General's contention was, in a few words, that the board should have the option of still further taking advantage of the lessee, while the lessee on his part should have no power to interfere, whatever arrangement might be made by them. In other words, the elasticity of the clause was to allow the board to do anything with the lessee's run,

without any regard as to whether what was done was prejudicial to the interest of the lessee or not. They assumed that the board would act in the interest of the public, and that was to get the greatest possible amount of land for selectors, while they did not care in what position they left the pastoral tenant. The hon. gentleman laid stress upon the clause under consideration, and said it was intended to give an elasticity in the division of runs which would be for the benefit of the whole country; but it was a one-sided provision entirely. The elasticity was certainly not for the benefit of the lessee. He (Hon. Mr. Gregory) might claim to have had as large an experience in the division of runs as any member of that Committee. Not only was he employed upon that work for many years, but he had to bear the first brunt of the inauguration of the division of runs, and he could say that if he had stuck very closely to the wording of the Act of 1868 he would have done a very great deal of mischief. But he chose to strain the reading of the Act, and by modifying the mode prescribed for the division of runs, he prevented a large amount of harm which would have been done, not only to the lessee, but also to the public; and eventually his action met with the approval of the Government of the day and of the Lands Department. Under that clause, if the board proposed to cut up a station they might take a certain number of blocks out of it, and without in the smallest degree benefiting the public, they might seriously injure the lessee. Why should the lessee not have a voice in the matter? Why should he not be allowed to say, "If you do not alter that arrangement, you will damage my position very much indeed without doing any good whatever to the country?" If they gave the board the option of declining to accept any proposition made by the lessee they would simply be placed back where they were before. The amendment proposed would largely relieve the clause of its one-sided character. If the amendment was not adopted, it struck him that the very best thing to do would be to take the clause out altogether and let the law remain as it was. He sincerely trusted that the Government did not intend in passing that Bill to make matters still more prejudicial and injurious to the pastoral lessee. In very many instances the provisions of the Act of 1868 would have operated most unjustly if strictly carried out. He could mention several cases, but he would only refer to one which was a case of public notoriety, which was simply an illustration of the beneficial results attending the method of division he pursued. He alluded to Jimbour. On that station there was a great deal of very useful land, which it was of great importance the public should have an opportunity of getting possession of. The run was divided in the first instance by the lessee to give him (the Hon. Mr. Gregory), as commissioner, an opportunity to choose which half he should take. He pointed out the half he would be bound to take. Then the lessee said, without any hesitation, "If you do that you will ruin me entirely." He (Hon. Mr. Gregory) replied, "Very good; if that is the case you draw some other line, and I will help you to do it, and when it is so drawn you will leave it optional with me which part I shall take for the public for selection. I know you will make an equitable adjustment of the boundary in your own interest." Even then, after the second division was made, he (Hon. Mr. Gregory) showed that, without benefiting the public, the portion which he would feel it his duty to take would injure the lessee. Then he began to depart from the strict rule and said he would divide the run into three and allow the lessee to take either the two smaller portions or the large one. The result of that was that the public got what they most wanted —namely, all the country along the Condamine, which was some of the finest land that could be obtained, and the lessee retained that located round his pre-emptive purchases. That was a case in point. If there had been no elasticity in the division of the runs at that time—both parties consenting to a certain course, the lessee and the commissioner acting for the Government—there would not have been an equitable arrangement. He thought the lessee should have a voice in the division, and hoped the amendment would be accepted by the Postmaster-General.

The HON. J. D. MACANSH said he thought the clause was an improvement on the principal Act. There were many runs where, perhaps, one-half of the land—say, that on the north side was good country, and that on the south side inferior country, and if it was simply divided into two parts by a straight line that would be most unfair. If, however, the board had the power to divide the land in some other way—for instance, to take a portion of the north side and another portion of the south side—that was a portion of the best and a portion of the inferior land—then both the public and the lessee would be benefited by that clause. He could see no objection whatever to the amendment proposed by the Hon. A. C. Gregory; he thought it was a very good amendment. If the lessee did not agree to the subdivision made by the commissioner or the board, he could insist that the run should be divided in the way provided by the principal Act. He could not see that the country would suffer in any way by the adoption of the amendment, and he hoped it would be accepted by the Postmaster-General.

The POSTMASTER-GENERAL said one great advantage of being a member of that Committee was that their discussions were not without amusement and instruction. He understood the Hon. F. T. Gregory to observe that the lessee would have no voice in the matter unless the amendment were accepted. If he was wrong, the hon. gentleman would correct him, but that was what he understood him to say. Was that correct or not?

The HON. F. T. GREGORY: Yes.

The POSTMASTER-GENERAL said the hon. gentleman spoke as if the Government were a despotic engine for the purpose of crushing the pastoral lessee. He really wished the hon. gentleman would for once come to the conclusion that the facts were not as they used to be long ago in this country, that the days of the inquisitorial grinding of the pastoral lessee were past, and the pastoral lessee was their best friend. There was no member of that Committee who wished to do him any harm, on the contrary, there and elsewhere they wanted to nurse him and take care of him. He was the petted child of the State, and they desired, as was evinced by that Bill, to show him their warmest sympathy.

The HON. F. T. GREGORY: In other words he is such a child that he requires to be taken care of and does not know his own interests.

The POSTMASTER-GENERAL said he would now refer to the argument that the pastoral tenant had no voice in the division of his run. The Crown was represented by the board. The board received evidence from the representatives of the Crown—namely, the commissioner and any other witnesses who might be called in its behalf, and also evidence from the pastoral tenant, and the evidence of as many

witnesses as he might choose to produce in support of his statement. Did that prove the position taken up by the Hon. F. T. Gregory that the pastoral lessee had no voice in the matter? Was not the board a court taking evidence on both sides? It was the law that it should be, and if the pastoral tenant was dissatisfied with its decision, he could ask for a rehearing of the case. He (the Postmaster-General) had never heard so far of any injustice having arisen from the working of the Act. He could produce to hon. members privately information of the excellent opinion held by many of the lessees who had come under the Act. That clause was for the purpose of giving increased justice to the squatter, and for the purpose of removing what was found to be a difficulty. It was the product of many requests made by the pastoral lessee. It was not brought forward by the Government on their own motion, but was the result of public opinion frequently expressed, and strongly contested and pressed. He was very much inclined to accept the suggestion of the Hon. F. T. Gregory to omit the clause from the Bill altogether. If the hon. gentleman desired it in the interests of squatters and would affirm that it was better for the pastoral lessees that that clause should be omitted, he would take the responsibility of striking it out of the Bill.

The HON. W. FORREST said he had had as much experience in the division of runs as the hon. gentleman who had just sat down, because he was one who had suffered, not by the action of the board, for whom he entertained the highest respect, but by the action of a gentleman who, if he had a seat in that Committee, he would state how he, in the most illegal manner, interfered with the division of a run in which he (Hon. Mr. Forrest) was interested. He would state to the Committee how the division of runs used to be made and how it was made at the present time. When the commissioners were sent up they were sent away without instructions, or only instructed to consult the lessee and try and arrange a satisfactory division. If that had been done always there would have been no necessity for appeals to the board, because both would have been satisfied. But the commissioners had scarcely got properly to work when a manifesto was sent by the Minister for Lands, "Send your reports to me, but give no information to the lessee whatever," and that had been done. The land in which he was interested had been divided before the commissioner received those instructions, but now the lessee was not consulted, and if the commissioner's recommendation was accepted and gazetted without any alteration whatever, the lessee had no remedy unless upon a rehearing or appeal, and that was what a neighbour of his had to do. He (Hon. Mr. Forrest) was in court when the case was heard. His run was divided, and the commissioner reported upon it. The first intimation the lessee received was that the division had been accepted and gazetted. His friend came to court thinking he could protest against that sort of thing, and was told that he could not be heard at all unless a rehearing was granted by the Governor in Council.

The POSTMASTER-GENERAL: That is not the law.

The HON. W. FORREST said it was the law, and he defied any man to contradict one word of what he had said. He could mention the name of the run, and state the whole transaction from one end to the other.

The POSTMASTER-GENERAL: That is not the way in which business is conducted.

The HON. W. FORREST said that was the way in which it was conducted in that case, and in other cases. The following subsections were contained in clause 29 of the principal Act:—

"(7) Upon receipt of the report of the commissioner, or other person appointed as aforesaid, the Minister shall refer the same to the board.

"(8) The board shall, by order, confirm the division recommended with or without amendment, and the division so confirmed shall be notified in the *Gazette*."

He asserted again, notwithstanding the contradiction of the Postmaster-General, that the lessee could have no redress whatever unless the Governor in Council consented to a rehearing. If they did not, the lessee had to appeal to the Supreme Court; that was how lessees were treated, and they could only judge of how they would be treated in future by how they had been treated in the post. His own case was a most outrageous breach of the law. He did not believe in good intentions; they were told that the road to a certain place was paved with good intentions, and there was no better proof of that than the way the division of runs had been tried to be carried out. He did not think it ought to be left to any person. The board might not live for ever; the members of it were only mortal, and might die or resign, and they might get somebody else who would not take such an impartial view of matters. He did not think that any person should be put in such a position that he could be grievously injured and not allowed to protest—that somebody could say to him, "I will do so and so, and you cannot protest against it; I am acting within the law and shall do what I think proper." The Postmaster-General pointed out that it was really in the interest of the lessees—that the lessees had been pressing the matter upon the Government. He could agree with the hon. gentleman this far, that he thought that a little more flexibility would be necessary. It was obvious that the division should be made with the consent of the lessee, and if he had been injured he should not be put in that position that he had no redress whatever.

The POSTMASTER-GENERAL said the hon. gentleman must be under some misapprehension.

The HON. W. FORREST: Not the slightest; do not make any error about that. I will move for the papers.

The POSTMASTER-GENERAL said there must have been some miscarriage. They all knew that the process was not as stated by the hon. gentleman. When the commissioner's report reached the Lands Office it was dealt with in the manner pointed out in the last subsection of clause 29 of the principal Act. That was not done without the cognisance of the lessee. The Hon. Mr. Forrest would have them believe that it was done within the precints of the Lands Department, and that the lessee had no knowledge of it until a decision was arrived at. He happened to have had considerable experience in regard to a number of lessees, as well as in his own case, which was an extremely hard one. The subsection he referred to said that upon the receipt of the report of the commissioner or other person, the Minister should refer it to the board, and that the board should by order confirm the decision recommended, with or without amendment, and the division so confirmed should be notified in the *Gazette*. A great deal took place between the reference of the report by the Minister to the board and the appearance of the decision in the *Gazette*.

The HON. W. FORREST: I know what happened; you need not explain it.

The POSTMASTER-GENERAL said the hon. gentleman informed the Committee that there was no communication between the pastoral lessee from the time the commissioner left the run until he saw the decision in the *Gazette*.

The HON. W. FORREST: I repeat it.

The POSTMASTER-GENERAL said there must have been some miscarriage of the ordinary procedure in relation to such a matter.

The HON. W. FORREST said the run he referred to was that called "Woodhouse," in the settled district of Kennedy, and the lessee was Edward Cunningham. He went to the court at Townsville when he (Hon. Mr. Forrest) was attending there on his own behalf. Mr. Cunningham was rather deaf, and exactly what he had already stated took place. He (Hon. Mr. Forrest) conducted his case for him, so he ought to know something about it. It was a gross injustice to a lessee to be called upon to accept a division he never had the slightest information about, and he should call for the papers if what he had stated was disputed, and it would be found that Mr. Cunningham got a rehearing. He (Hon. Mr. Forrest) admitted that the board behaved very well. They could not help themselves, and could do nothing but confirm the recommendation of the commissioner. It was impossible to do anything except to apply for a rehearing, and failing that to appeal to the Supreme Court. The board could not officially listen, but they listened unofficially to what he had to say. The commissioner was there, and he admitted that the request was not unfair. It was agreed that if Mr. Cunningham was allowed a rehearing the board would try the case at Brisbane. He repeated that if the board confirmed the report of the commissioner without any alteration whatever and it was gazetted, the lessee had no redress unless he could get a rehearing, or go to the Supreme Court.

The HON. A. C. GREGORY said it appeared that there had been some miscarriage in the case referred to by the hon. gentleman. But that was not the question before the Committee. The question before the Committee was clause 7 of the Bill. He thought it was expedient that there should be more flexibility in the provisions of the principal Act with regard to the subdivision of land; but if they gave the board power to alter it, it would be practically a breach of contract, and they would be far more likely to meet the principal requirements of the public if they passed the clause with the amendment he had proposed. It was desirable that there should be a relaxation of the stringent rule laid down in the principal Act.

The HON. A. J. THYNNE said he had listened to hon. gentlemen with a great deal of interest, but there was one point which occurred to him. He was rather afraid on account of the Land Board; when they heard squatters on both sides praising them, and saying there was no fault to be found with them, they were really in a very dangerous position. It was scarcely possible for the Land Board to fulfil their duties without giving offence to somebody, but up to the present there really seemed to be nobody to quarrel with them. It was the amount of praise they had received which made him anxious on their account, and he was afraid it would interfere with their health as a constitution.

The POSTMASTER-GENERAL: When did they receive it?

The HON. A. J. THYNNE said they had received it in many ways that evening. He had never heard any complaint except from the Hon. Mr. Forrest, and in the case that gentleman had mentioned there seemed to have been a miscarriage in some way.

The HON. W. FORREST: There was no miscarriage; it was the law.

The HON. A. J. THYNNE said he quite agreed with the hon. gentleman. It must be the law. It seemed that the clause as introduced into the Bill was practically the absolute repeal of paragraph (*e*). He did not think the Government had any desire to repeal that subsection either in words or in effect, or they would have said so in so many words. From that he was led to believe that there was some good to be found in the subsection. No doubt there was some little rigidity in the working of it, but the amendment that had been proposed seemed to be a fair way out of the difficulty, and he would give it all the support he could.

Question—That the words proposed to be inserted be so inserted—put, and the Committee divided:—

CONTENTS, 14.

The Hons. F. T. Gregory, A. C. Gregory, A. J. Thynne, J. D. Macansh, W. F. Lambert, F. H. Hart, J. C. Smyth, W. Forrest, W. Aplin, P. Macpherson, A. Heron Wilson, W. G. Power, G. King, and J. F. McDougall.

NOT-CONTENTS, 7.

The Hons. T. Macdonald-Paterson, W. Horatio Wilson, J. C. Heussler, W. F. Taylor, H. C. Wood, A. Raff, and W. Pettigrew.

Question resolved in the affirmative.

Clause, as amended, put and passed.

On clause 8, as follows:—

"In determining the rent payable under a lease under Part III. of the principal Act for the second and subsequent periods of five years or seven years, as the case may be, the following provisions shall have effect in addition to the provisions contained in the thirtieth section of the principal Act, that is to say—

The annual rent for each period after the first shall not exceed the annual rent payable for the next preceding period by more than one-half of the annual rent payable for such preceding period."

The HON. A. C. GREGORY said the clause was altogether a relieving clause, and conferred important advantages upon the lessees, because the increase of rent was fixed by the clause. Lessees holding leases for fifteen years as well as for twenty-one years would be brought under the clause, and he looked upon it as a liberal clause, and one that should pass.

Clause put and passed.

Clause 9—"Improvements on resumed halves of run"—put and passed.

On clause 10, as follows:—

"When land is resumed from a holding under Part III. of the principal Act for the purpose of a public road, the lessee shall not be entitled to accept the notice of resumption of such land as a notice of resumption of the entire holding within the meaning of the one hundred and second section of the principal Act"—

The HON. A. C. GREGORY said the operation of that particular clause might in some few cases press hardly upon the lessees, because if a road was proclaimed through a run it would practically throw open half a mile of country on each side of that road to the public. On the other hand, such roads were most necessary, and he could only trust that the Executive would exercise due caution in proclaiming a road open. By the clause following the lessee would be entitled to put up licensed gates so long as he conformed with the proper rules. He would not be at the mercy of the divisional boards or anyone else, but would have an absolute right to erect licensed gates across the road through his holding, provided he conformed to the proper rules in regard to the construction of the gates. The clauses should be taken together, and he believed they would be most useful.

Clause put and passed.

Clause 11—"Lessee may erect licensed gates" —put and passed.

On clause 12, as follows :—

"The schedule to the Crown Lands Act of 1884 Amendment Act of 1885 shall include the districts specified in the first schedule to this Act, in addition to the districts specified in the said schedule; and the second section of the said Act shall hereafter be read and construed as referring to the said schedule as so amended."

The HON. A. C. GREGORY said that the clause specified that certain additional districts should be added to the districts included in the first schedule of the amending Act of 1885, and those additional districts were, in fact, the coast districts from Rockhampton to Cooktown. There would not be much pastoral country included in the additional districts, but there would be a good deal of agricultural country. He could not see any objection to the adoption of the clause.

Clause put and passed.

On clause 13, as follows :—

"The powers conferred by the forty-fourth section of the principal Act may be exercised with respect to any land as to which it is practicable to divide it into lots without actual survey, and to indicate the position of such lots by means of maps or plans, and by reference to known or marked boundaries or starting points, and as well after as before the expiration of two years from the commencement of that Act. And the provisions contained in that section limiting its operation to a period within two years after the commencement of that Act are hereby repealed."

The HON. A. C. GREGORY said the question at issue under that clause was selection before survey, and that question was debated at considerable length in passing the principal Act. For his own part, and not speaking for anyone but himself, he considered the only practical way of dealing with the Crown lands of the colony was to allow selection before the lands were absolutely surveyed into portions. Subdivision into portions before the land could be selected must always interfere with the requirements of the selector, because the selection thrown open might not exactly suit his requirements, either as to position or area. He believed departmental administration would be necessary in order to see that a map of the country open to selection was drawn up, which would enable the selector to make his selection before the land was actually surveyed and the boundaries marked out. They could only trust the Executive to be careful in carrying out that matter. That work had not hitherto been done, and he considered it was quite practicable, speaking from his professional experience, to have feature surveys made, which would enable them to have selection before survey. The selector could easily look at a map and see where the public reserves were laid down; he could see the courses of the rivers or main roads, and would know what parts of those rivers, roads, or boundaries of the reserves would form part of the boundaries of his selection; and he could then select as much land at the place as he desired. It was only an executive matter, and rested with the Government to see that it was properly carried out. Considering the peculiar position the country had got into with regard to the land, the only way to deal with it was to revert to the system of selection before survey, but with proper maps to enable the selector to make his selection in the proper form.

The HON. J. C. HEUSSLER said he understood the hon. gentleman to say that there should be feature surveys, which he understood would be to survey the large blocks, and that the selector would be able to select blocks out of the portions included in the feature survey.

The HON. A. C. GREGORY said that what he meant was that a map would be made of a district to be thrown open to selection, and in that map could be delineated the main roads, the reserves for public purposes—whether they were water, camping, or township reserves—and the main watercourses, and a few other features, which could be the boundaries of portions, could also be delineated. Then the selector could take the map and mark off, in accordance with the proper rules, so much land as he wanted, and send in his application for it, and get as much land as he required, and in the particular position he wished. It would not do to allow the selectors to get land having a boundary of an excessive length of frontage to a watercourse, or a main road; but all that was a matter of departmental regulation, and could be dealt with by rules laid down by the Executive, who were responsible for the proper administration of the Act.

The HON. J. C. HEUSSLER said he supposed the surveyors would actually mark off the portions on the ground, otherwise a man might take up land, going simply by the map, and find out after all that he did not know where he was selecting the land.

The POSTMASTER-GENERAL said it was perhaps as well for him to explain that the clause would most probably have special reference to large grazing areas, termed "grazing farms." They would be thrown open to selection after a reasonably efficient inspection by a surveyor of the department, who would take careful notice of all the leading features of the country, such as had been explained by the Hon. Mr. Gregory, than whom no one was better able to speak upon that question of survey. The principle was that the Government would, in the natural order of things, send a surveyor to report upon the leading features of the country, as to the courses of the rivers, mountains, and ridges, and also the general character of the country, as to the grass and the quality of the soil and timber. All that would be carefully noted, and upon that information the selector could proceed. A leading starting point or mark of some kind would necessarily be the basis from which selection would start; but it was conceived—and he thought most justifiably—that that plan would be productive of much convenience to those in the colony who desired to select land. It would be alike economical and safe in the interests of the public, and would assist the advancement of that character of settlement.

The HON. F. T. GREGORY said that in illustration of the observations made by the Postmaster-General, and in explanation of the point upon which the Hon. Mr. Heussler appeared to want information, he might state that one surveyor in seventeen months surveyed 440 miles of one of the principal rivers of Queensland, and laid out 400 blocks of country for which applications had been sent in, and defined the boundaries of every one of them sufficiently to enable lessees to go upon the blocks of twenty-five square miles, and find their four corners without any trouble. In that same survey also, every watercourse worth naming was delineated on the map —not, perhaps, with exact accuracy, but with sufficient accuracy to enable anyone going upon the selection to define its position. That survey he had made himself. It represented part of the Warrego River, a portion of the Weir, the Lower Moonie, and a number of other creeks throughout the district, and he was told that many of the survey marks then made could be seen to this day. The whole of that survey was done by the perambulator and prismatic compass, though it was subsequently carefully revised. A survey such as that would be

quite sufficient for ordinary purposes; and where they had small districts thrown open for selection a more accurate survey could be made, but a feature survey such as he had referred to would be quite sufficient to meet all the requirements of the local land office.

The HON. A. J. THYNNE said he was afraid from his reading of the Act that the description of the working of that section, as indicated by the Hon. A. C. Gregory and the Postmaster-General, was scarcely correct. He found a difficulty in adopting their interpretation of the Act. It appeared to him that, instead of an area being shown on a large feature survey, and the selector being allowed to take up whatever quantity of land he liked and where he liked in that area, he would be obliged to take up a particular specified lot as shown on some map in the office of the Surveyor-General. They were now amending the 44th section of the principal Act. The first subsection of that section provided that—

"The Governor in Council on the recommendation of the board may suspend the operation of so much of the last preceding section as requires the land to be actually surveyed and marked on the ground before it is proclaimed open for selection, and may require the Surveyor-General to divide the land into lots, and to indicate the position of such lots on proper maps or plans."

Then the second subsection provided that—

"The land may thereupon be proclaimed open for selection in the same manner as if it had been surveyed, and the delineation of the lots on the maps or plans shall be deemed to be a survey thereof, and the lots shall be deemed to be surveyed lots for the purposes of this part of the Act."

Now, by clause 13 of that Bill they were extending the period during which that process might be carried out; but they were not extending the practice, so as to give even the limited privilege of selection which had been described by the Hon. A. C. Gregory and the Postmaster-General. The Government had not yet reached that stage of development in the encouragement of settlement. They found themselves obliged, when the Act of 1884 was passing through that Chamber, to introduce something in the shape of the modified selection before survey which had been described. But he did not think at the present time that it was in the power of the Surveyor-General to carry out the process which had been described to the Committee. He should be glad to be assured that the interpretation given by hon. gentlemen was correct; but he was very much afraid that it was not.

The HON. A. C. GREGORY said he was perfectly aware of the difficulty to which the hon. gentleman referred. If a strict interpretation of the law was insisted on they might perhaps stick fast; but a very liberal interpretation of that part of the law had been taken. If they had taken a little more time to consider the matter, they might have been able to propose some amendments which would facilitate the working of the law; but they had not time to do at the present stage of the session that which might be desirable. They would, therefore, have to leave the matter to that elasticity of the administration of the law which had characterised the working of the Land Act of 1884. That elasticity would, he thought, be sufficient to overcome the special difficulty referred to by the hon. gentleman. With regard to feature surveys he thought there would be no difficulty on that score, as selectors would easily be able to find the land they wished to take up from the maps. The manner in which a feature survey map was prepared was as follows: The surveyor ran along a watercouse, and did not merely make a map, but beginning at the bottom of the watercourse he marked a tree and numbered it, say, B1, and the next subdivision B2, and so on, so that the different subdivisions could be easily ascertained by the marked trees. Another area would be marked C1, C2, C3, and so on, the trees being marked at every half a mile, or mile, or less, according to the size of the selections. That was the way the thing was done. The printed map did not merely show watercourses, roads, ranges of mountains, and reserves, but showed the marked trees by which the different selections were divided, and that enabled persons as soon as they found the marked trees to determine the position of their selections.

The HON. J. C. HEUSSLER said he might remark that in principle he did not approve of selection before survey, especially in the agricultural districts of the colony. He was therefore very glad to hear the information which had been given to the Committee.

The POSTMASTER-GENERAL said he might just as well correct an impression of the hon. gentleman who had just spoken, and that was that the provision under consideration was really and practically survey before selection. It was survey before selection of a modified kind sufficiently good for the purposes of working the business which would be dealt with under that clause. If the Government intended that 20,000-acre blocks should be taken up in a particular part of the colony it would be taken up in that way; but if they determined that some of the best land in the district should only be taken up in blocks of 5,000 or 6,000 acres, a person would be allowed to take up the maximum area in the district up to 20,000 acres, so that he could select three 6,000-acre blocks contiguous to one another, and he would only be charged one survey fee. The survey would be rather crude, and the boundaries would not be defined in a scientific manner, but they would be sufficiently accurate for all practical purposes.

The HON. A. J. THYNNE said he wished to point out what seemed to him a very serious matter for their consideration in connection with that clause. The scheme now put forward was one which he felt sure would lead to a great deal of trouble after. At one time, when there was selection before survey, the selector put in his application, took up land, and went upon it at his own risk; but now he would select his land at the risk of the Government. He could foresee that a very great deal of difficulty and many disputes would arise between adjoining selectors, and between selectors and the Government, with regard to the boundaries of land. He trusted the Government would take every precaution to guard against that danger.

The HON. J. D. MACANSH said he thought that when a man took up a piece of land—whether a small piece or a large piece — he should know where that land was situated. He had waited expecting to hear some argument to show the necessity for allowing people to select land before survey, but he had not heard a single reason given for the proposal. He believed that there was already a large amount of land surveyed which could be taken up by people who desired to select. There was a large staff of surveyors in the country, many of whom were out of employment, and there would be no difficulty, if the present land available was not sufficient, in getting land surveyed before it was wanted. For those reasons he should certainly vote against the passing of that clause. If it could be shown to be a necessity he would not object to it, but that had not been shown.

The HON. F. T. GREGORY said he thought he might correct an erroneous impression entertained by the Hon. Mr. Macansh, that it would very materially assist selectors if they had defined boundaries on maps to select from,

instead of choosing any particular point of commencement and termination of the land. Formerly, when there was free selection before survey, a block was taken up here and there, and difficulties arose when they endeavoured to survey large areas, as pieces were left which other persons would have been willing to select had they been able to obtain the adjoining land, but which of themselves were too small for their purposes. The present scheme, however, was entirely different. No difficulty of that kind would arise. The position and size of the different selections would be indicated by the feature survey, and the selectors would have no difficulty in finding their land by the trees marked by surveyors for the determination of the boundaries. He thought it was better to leave the provision as it stood, and leave it to the elasticity of the administration to carry out than to deter selectors from going on to the country. He presumed their object was to settle people on the land. Another point that should not be lost sight of was that when selectors knew that the first who came would be the first served they would be encouraged when a new district was thrown open for selection to take up their land early, knowing that if they did not apply in time the best country would be selected. That was a far better plan than forcing them to select the land block by block, on the American principle, which would not do at all in Australia. It did very well on the prairies of America, where one piece of land was almost as good as another, but it was not at all applicable to a country like Queensland.

The HON. W. FORREST said he agreed with the last speaker this far, that the first who came should be first served, but he also thought with the Hon. Mr. Macansh that it would be very much in the interest of selectors if they knew exactly what land they were going to take up, and where it was situated. He knew that in many cases where selections had been taken up without survey the result had been most unsatisfactory to the selector. The system had also this very serious drawback, that it enabled the eyes to be picked out of the country. For the reasons he had given, he was opposed to selection before survey.

The POSTMASTER-GENERAL said the hon. gentleman could scarcely have followed the arguments which had been advanced in favour of the clause, or he would not have said that the scheme of selection before survey there provided for would enable people to pick out the eyes of the country. The land must be declared open for selection before selection could take place, and it would be divided into such areas as to distribute the good and indifferent country in fair proportions, and in such areas as was best suited for the particular locality in which the land was situated. It was not the selection before survey which obtained under the Land Act of 1868. The plan now proposed would be found very useful in grazing areas especially, but would, perhaps, not be so much required with regard to agricultural land. The agricultural lands at present selected and available in the districts where the rainfall was suitable for farming were of such an extent that they would be justified in concluding that not much land would be selected under that provision by agriculturists, particularly as their markets were limited, and produce was in excellent supply at the present time.

The HON. W. G. POWER said he was very much surprised at the statement made by the Postmaster-General. They were importing produce daily in large quantities from the South. He used some horse feed, and he believed a great deal of it came from Adelaide. He had never heard such a statement before.

The POSTMASTER-GENERAL said the meaning he intended to convey was that there was plenty of agricultural land already taken up in the rainy districts to supply all the produce that would be required here for some years to come. The hon. member must be aware that there was not one acre out of every fifty acres that was cultivated by the present holders.

Question—That the clause as read stand part of the Bill—put, and the Committee divided :—

CONTENTS, 14.

The Hons. T. Macdonald-Paterson, W. Horatio Wilson, W. Pettigrew, A. Raff, W. F. Taylor, J. C. Heussler, H. C. Wood, A. J. Thynne, P. Macpherson, F. T. Gregory, A. C. Gregory, G. King, W. Aplin, and J. F. McDougall.

NOT-CONTENTS, 5.

The Hons. W. G. Power, W. Forrest, J. D. Macansh, W. F. Lambert, and J. C. Smyth.

Question resolved in the affirmative.

On clause 14, as follows :—

"When there is upon any land proclaimed open for selection under the provisions of the forty-fifth section of the principal Act, an improvement, the value of the improvement need not be stated in the proclamation, but the value of the improvement shall be determined in manner prescribed by the principal Act, and shall be paid by the selector before a license is issued to him under the fifty-fourth section of that Act.

"The sixth paragraph of the said forty-fifth section is hereby repealed."

The HON. A. RAFF said he would like to know the object of the clause. The 6th paragraph of the 45th clause of the original Act said the proclamation should also state the value of any improvements upon any lot declared open to selection, and it was a pity that that was to be done away with, because it would save a great number of people considerable trouble to know the value of the improvements.

The POSTMASTER-GENERAL said the object in repealing the subsection was that it was impossible without actual survey to determine exactly what was the value of the improvements. The clause would not prevent that being done, but it would debar the Government from declaring land open for selection upon which improvements might exist; it would not affect the compensation for improvements, or information as to its value.

The HON. A. C. GREGORY said the fact was that having free selection before survey the Government could not possibly know what improvements were included in a selection which was not surveyed; to say what improvements were upon selections previous to survey was impossible.

Clause put and passed.

On clause 15, as follows :—

"With respect to agricultural farms, the area whereof does not exceed one hundred and sixty acres, the following provisions shall have effect:—

(1) The applicant for any such farm need not pay with his application a greater sum than at the rate of sixpence for every acre of land comprised therein;

(2) An original lessee who performs the condition of occupation by his own *bonâ fide* personal residence on the farm need not, during the first seven years of the term of the lease, if he continues so to reside, pay in any year a greater sum for rent than at the rate aforesaid;

(3) The remainder, if any, of the annual rent reserved by the lease in respect of such first seven years shall be payable at the expiration of the said period of seven years, unless the lessee within that period becomes entitled to a deed of grant of the land in fee-simple under the provisions of the seventy-fourth section of the principal Act;

(4) One-fifth part only of the survey fee need be paid at the time of lodging the application, and the remainder may be paid and shall be payable in four equal annual instalments at the times appointed for the payment of the next four annual instalments of rent under the lease;

(5) If at the time appointed for making any payment of rent the lessee is not residing personally upon the farm, the whole remainder of the rent for the preceding years, and the whole remainder of the survey fee remaining unpaid, shall at once become payable."

The POSTMASTER-GENERAL said, under this clause it was arranged that the difference between the homestead selector's price and the amount fixed by proclamation would be refunded at the end of the term, which was a very useful provision indeed.

The HON. A. C. GREGORY said there was one important feature in the clause which was not alluded to by the Postmaster-General, and that was, that the survey fee might be paid in instalments. That was a very important question, and it came within his knowledge that the having to pay the survey fees at once acted prejudiciously in regard to selection, because the survey fee was very often equal to a couple of years' rent, and became a very heavy burden upon the selector. On the other hand it had some advantages; it was a sort of deposit and security that the parties really intended to follow up their applications. Had it not been that the survey fee had to be paid upon application there would have been an immense number of selections made, not for the purpose of being worked, but simply to block them from being selected by *bonâ fide* selectors. Taking the clause on the whole it would be a relief to selectors, and hon. members ought to be very anxious to encourage selectors of that class. It was perhaps desirable to allow the survey fee to be paid by instalments.

Clause put and passed.

On clause 16—

The POSTMASTER-GENERAL said the effect of the clause was really to place holders of land under Part IV. of the principal Act in the same position as those under Part III.

Clause put and passed.

On clause 17, as follows:—

"When a lessee of a holding applies to take advantage of the provisions of the seventy-third section of the principal Act entitling him to a deed of grant of the land in fee-simple, all sums of money which have been paid in respect of the rent of the holding for any period immediately preceding such application during which the condition of occupation has been performed by the personal residence on the holding of the lessee himself or of each of two or more successive lessees, shall be credited to the lessee in part payment of the prescribed price, and the amount to be paid by him in respect of such price shall be reduced accordingly."

The POSTMASTER-GENERAL said he believed the clause would commend itself to hon. gentlemen. It was one that would have considerable effect in promoting the class of *bonâ fide* settlers and those who should be encouraged to go upon the land and undertake the responsibilities connected with grazing and farming.

The HON. A. C. GREGORY said that, while agreeing to the clause, he must say it was refreshing to see how the Government had surrendered the views they once held in reference to deriving revenue from Crown lands. He hoped the clause would pass.

The HON. A. J. THYNNE said the Government might be congratulated upon having introduced the clause. That was one of the matters they had a long discussion upon in that House when the principal Act was passing through, and on the occasion of the conference there was a very strong feeling expressed by hon. gentlemen upon it. It was a concession that ought to be received with much satisfaction by the selecting class of the colony.

The HON. J. C. HEUSSLER said the clause would give great satisfaction to the occupiers of selections. He did not know how the Treasurer would like it, or how the revenue was to be made up. However, as it was a provision to promote the progress of agriculture he should vote for it.

The HON. A. J. THYNNE said he thought the clause instead of taking away from the revenue would by promoting settlement add considerably to it, and there would not be any loss by the concession proposed.

The HON. J. D. MACANSH said he did not agree with the clause at all. It was altogether a departure from the principles of the Land Act. The rents which had been fixed upon were very moderate; in fact, they were too low, but they were rents that everyone could readily pay. He was in favour altogether of the principle upon which the principal Act was first brought into the Legislative Assembly two years ago, and that was that the whole of the lands of the colony should be held as leaseholds for all time, for the people of the colony, both the present population and the future population. He believed that was the proper principle upon which land should be held in every country, and in new country like that it might easily have been adopted. He very much regretted that the Minister for Lands, who, he believed, held the same opinion, had departed from that principle, and in the present Bill they had departed from it still further than they did in the principal Act. He should oppose the passing of the clause.

Clause put and passed.

Clauses 18 and 19 passed as printed.

On clause 20, as follows:—

"When the lessee of an agricultural farm is the *bonâ fide* occupier of any country land situated at a distance not exceeding ten miles from the nearest part of the farm, and personally resides on such country land, such residence shall be equivalent to the residence of the lessee upon the agricultural farm, and shall confer on him the same rights in respect of the farm as his residence on the farm itself would have conferred."

The HON. A. C. GREGORY said this clause was practically a re-enactment of part of one of their old Land Acts. It provided that the occupier of country land situated at a distance not exceeding ten miles from the nearest part of his farm, and residing on such country land, should by so doing fulfil the condition of residence upon the agricultural farm. The clause would undoubtedly prove of much convenience, and he had no objection to its passing.

Clause put and passed.

On clause 21, as follows:—

"Nothing in the two last preceding sections contained shall be construed to entitle a lessee to a deed of grant of a farm in fee-simple under the provisions of the seventy-fourth section of the principal Act or any enactment amending that section, unless the condition of occupation has been performed in respect of the farm in the manner prescribed by that section."

The HON. A. C. GREGORY said he would like to know from the Postmaster-General what was the objection to allowing the preceding sections to apply to homesteads?

The POSTMASTER-GENERAL said it was considered undesirable that a selector should be able to acquire a selection for 2s. 6d. an acre without residence, and the clause was intended to prevent the possibility of that.

Clause put and passed.

On clause 22, as follows:—

"In any agricultural area in which the maximum area of any surveyed farm does not exceed one hundred and sixty acres the Governor in Council may by proclamation set apart any Crown lands not exceeding two square miles as an agricultural township, and may cause the whole or any part of such lands to be subdivided into portions for purposes of residence.

"The area of any such portion shall not exceed one acre.

"The Governor in Council may reserve agricultural farms, the maximum area of which does not exceed eighty acres, in the immediate neighbourhood of any such agricultural township, for selection under the provisions of this section.

"Any selector of an agricultural farm in the agricultural area the area of which does not exceed eighty acres, shall also be entitled to one of the portions in the township, which portion shall, for the purposes of this section, be deemed to be a part of the farm so that the condition of occupation may be performed by the residence of the lessee either upon the farm or upon the portion in the township.

"The value of any improvements made upon the portion in the township shall be reckoned as part of the improvements required to be made upon the farm, but not to a greater extent than one-fifth of the value of such last-mentioned improvements.

"For the purposes of this section the Governor in Council may make such regulations, and impose such conditions, as may be necessary for the purpose of establishing any such agricultural township."

The HON. A. C. GREGORY said the clause reminded him of the early years of settlement in Australia, when persons took up a number of selections alongside each other to form village settlements. As the years passed by, neither the occupants of the selections nor of the town common remained upon the land they took up; and in many cases the settlements were given up. He feared the clause was not likely to be a success, but as it was simply an experiment he was not going to oppose it.

The POSTMASTER-GENERAL said he admitted at once that the clause was an experiment, and he hoped it would prove a successful one. He had a great deal of sympathy with it, because he remembered many years ago advocating some such scheme as was to be found in the Bill. In these days, when they had such a variety of means of communication—railways, telegraphs, steamboats, and coaches, almost everywhere, one might say, the advancement had been so great during the last fifteen or twenty years—there might be an opportunity to found a community of persons bound together in order to secure advantages of social intercourse, and be able to build for themselves churches, schools, stores, and so forth. Such was the object of the clause, and at all events, though much good might not come of it, it would not cost much to provide an opportunity by placing such a clause on the Statute-book.

The HON. J. C. HEUSSLER said the clause might do some good, and could not do any harm. In the past there had been a plan adopted in the country which was a very excellent one, that of proclaiming agricultural reserves which might have formed the nucleus of towns, but unfortunately the land chosen for the reserves was the worst that could be found. There would certainly have been a great deal of settlement under such a clause if it had existed twenty-five years ago, and a great deal of good would have followed from it. He would point out, however, that the experiment proposed by the clause had not always been successful, and in another place a great deal had been said about the settlement of such communities in the American States. A great many of them were established on what were called communistic principles, and except in the case of a few communities where the religious spirit was very great they had collapsed altogether. It was a long time since he had read anything on the subject, but he believed he was quite correct in saying that in only a few cases where the religious feeling of the settlers was very strong did such communities succeed. He hoped the clause would do some good for the country.

The HON. A. J. THYNNE said he thought the clause was one which might contain the germs of a great deal of good. In many cases selectors were prevented from taking up land in parts of the country where their doing so would expose them to great personal danger, and one of the greatest advantages that he saw in the clause would be that the wives and families of a number of selectors might together occupy a position of safety. He thought those agricultural townships might also be of great advantage in places where the cultivation of sugar-cane or such other crops as did not require constant supervision was carried on. He hoped the clause would pass, and if passed that it would be given a favourable trial.

Clause put and passed.

On clause 23, as follows:—

"The provisions of the seventy-fourth section of the principal Act, or of any enactment amending that section, do not apply to any holding of which a lease is granted under the provisions of the seventy-second section of that Act,"

The HON. A. C. GREGORY said the clause introduced a peculiar amendment. It declared that certain clauses in the principal Act did not apply to one another. Now, the question would be, what position would holders of land under those clauses be in by the virtual repeal of those clauses, and the declaration that they had a different meaning than they otherwise would have. The words "do not apply" seemed to be declaratory. They were not mandatory, and the clause altogether seemed to him to involve some very nice legal questions. He felt a doubt as to the effect of the amendment now proposed.

Clause put and passed.

Clause 24 passed as printed.

On clause 25, as follows:—

"The Governor in Council may, by the proclamation notifying the sale of any land by public auction, vary the conditions prescribed by the eighty-third, eighty-fourth, and eighty-fifth sections of the principal Act with respect to the times at which payment of the purchase money of land sold by auction is to be made, and may impose such other conditions with respect to the amount of the deposit to be paid in cash, and the time or times for payment of the balance of the purchase money, as he may think fit; but so that the time for payment of such balance shall not be extended beyond twelve months from the time of the sale."

The POSTMASTER-GENERAL said, in moving that the clause stand part of the Bill, he wished, on behalf of the Government, to say that it was believed it was a most beneficial provision in regard to the sale of the public estate. Hon. gentlemen, he was sure, would readily admit that much better prices would be obtained in numerous cases if the Government for the time being had authority to give liberal terms of payment. There was nothing so conducive to the attainment of the highest marketable value of land than to be able to afford reasonable and flexible terms of payment, and there could be no doubt that if this clause was carried it would result in a large augmentation of revenue.

The HON. F. T. GREGORY said the extension of time for payment was a question which, from one point of view, he would be at first inclined to object to, especially if the time were not limited, but as the limit in the clause was twelve months he believed with the Postmaster-General that the alteration in the clause would be a beneficial one.

Clause put and passed.

On clause 36, as follows:—

"The Governor in Council may cause country lands to be offered for sale by public auction.

"The area of any portion of country lands so sold shall not exceed forty acres, and the upset price shall not be less than one pound per acre.

"In all other respects the provisions of Part VI. of the principal Act as amended by this Act shall apply to the sale of country lands by auction."

The HON. A. C. GREGORY said that clause was a new feature in the land policy, and it was an indication that they were gradually approaching the right track.

The POSTMASTER-GENERAL said he might mention, by the way, that it had been found that under section 62 of the principal Act numerous little pieces of land existed between existing freeholds to which one selector had as much right to apply to have it sold to him as another selector, and it would be a very easy way to settle the matter if such land was put up to auction and the selectors who owned adjoining land allowed to compete for it.

The HON. J. D. MACANSH said that clause was another departure from the principal Act. Under that Act only town and suburban allotments were going to be sold. Then there was an amendment providing that agricultural farms, after a certain length of residence of the selector, could be made into freeholds, and now 40-acre lots were to be sold, but there was nothing to prevent the Government selling a thousand or ten thousand 40-acre blocks. That was reverting to what he called the pernicious system of selling land, and he should certainly oppose the clause, if he had to divide the Committee upon it. It seemed to him that the Bill was being hurried through with great haste, and he thought the Council was much to blame for not discussing it more fully. He thought they certainly deserved the censure of the *Courier*. He agreed with the article in that respect, though he did not endorse all it contained. There was no more important measure came before the Parliament of any country than a Bill dealing with the land, and it was not creditable to them that they should have allowed the second reading of that Bill to pass without the slightest discussion. He would oppose that clause.

The POSTMASTER-GENERAL said that if the hon. gentleman had made the observation yesterday which he made just now, he would have been quite prepared to give the hon. gentleman a week to discuss the matter.

The HON. J. D. MACANSH: I blame myself that I did not get up and object to the proceeding.

The POSTMASTER-GENERAL said there was no disposition whatever on the part of hon. members on either side of the House to evade a discussion of the Bill. It was well understood, although its exact language had perhaps not been carefully examined by those who took an interest in the matter. It was not a Land Bill, but a Bill amending an existing Act. The clause under discussion was one which pertained to the sale of lands, and it was introduced in order to enable the Government to make provision outside section 92 of the principal Act, by which they might be able to dispose of little pieces of waste land that were becoming positive nuisances to the districts in which they were situated, as being the nurseries of Bathurst burr and other noxious weeds. He hoped it would not be imagined for one moment that the measure had been precipitately hurried.

The HON. W. FORREST said he rose to confirm what had been said by the Postmaster-General. He knew of his own knowledge that there were corners of land here and there that no one would select, unless they could be purchased by auction. They were utterly useless, and simply nurseries for all sorts of objectionable weeds and every abomination they could imagine.

The HON. F. T. GREGORY said he would like to ask the Postmaster-General whether there was any restriction contemplated, or provided in any other part of the Bill, with respect to that clause, limiting the number of 40-acre selections any one person could purchase. He had not seen any such provision himself, and he had read the Bill nearly all through.

The POSTMASTER-GENERAL: No!

The HON. F. T. GREGORY said that reminded him of another question which he would have liked to see disposed of in that amending Bill. It was with regard to simultaneous applications made for the same land. At one time there was a practice which was infinitely better than the present one, and why it had been abolished he could not understand. Blocks of land applied for by several persons were then disposed of by auction, and he believed it had increased the revenue of the country by thousands and tens of thousands of pounds. He knew one instance in which he was acting on behalf of another person, when 160 acres of land were disposed of at 10s. an acre; and he was prepared to pay £800 cash down. He thought it was a great mistake that no provision was introduced in that Bill to the effect that selections applied for by different persons simultaneously should be submitted to auction instead of ballot.

The HON. W. G. POWER said he thought it might be advisable to postpone the further consideration of the Bill. Notwithstanding what the Hon. Mr. Forrest had said about pieces of waste land that were nurseries for weeds, the Government were not restricted by that clause to sell land of that kind: they could sell any country land they chose. The next part of the Bill which introduced the land-order system was a new departure and might require some little time for consideration, so that he thought it would be just as well to postpone the further discussion of the measure till next week.

The HON. A. J. THYNNE said they had discussed that clause pretty fully, and perhaps they might as well dispose of it that evening. He was not disposed to look upon the clause in the same light as the Hon. Mr. Forrest—namely, that it was a provision which was only likely to affect odd corners of land here and there. He looked upon it as a provision that was likely to be availed of to a considerable extent, and that, too, before any very long time had elapsed. In fact, he was very much struck by a remark made to him, when the Land Act of 1884 was going through Parliament, by a gentleman of more political experience than he possessed, to the effect that instead of it being a Bill to prevent the sale of land in fee-simple it was really a measure to promote the sale of land in much larger quantities than had been the case hitherto in this colony—that it was a question whether when the revenue of the colony was depressed by the absence of the ordinary income from land in consequence of the operation of the Act of 1884, the country would not be forced in order to avoid bankruptcy to sell as much land as they could. That clause seemed to him to be the commencement of the fulfilment of that gentleman's prophecy.

Clause put and passed.

Question—That the clause as read stand part of the Bill—put, and the Committee divided:—

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The Hons. T. Macdonald-Paterson, W. Horatio Wilson, W. Pettigrew, W. F. Taylor, A. Raff, A. C. Gregory, H. C. Wood, J. C. Heussler, A. Heron Wilson, G. King, P. Macpherson, A. J. Thynne, F. T. Gregory, W. Forrest, W. Aplin, W. F. Lambert, J. C. Smyth, J. F. McDougall, and F. H. Hart.

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The Hons. W. G. Power and J. D. Macansh.

Question resolved in the affirmative.

Clause 27 passed as printed.

On clause 28, as follows :—

"The Agent-General or other person to be appointed by the Governor in Council shall issue to every person of European extraction approved by him, who, not having previously resided in any of the Australasian colonies, emigrates from Europe, the United States of America, or any British possession, not being one of the Australasian colonies, to Queensland, and pays the full cost of the passage of himself or any member of his family approved by the Agent-General, or such other person as aforesaid, a land-order warrant in the form in the second schedule to this Act.

"A counterpart of every warrant so issued, endorsed by the person to whom it is issued, shall be forwarded by the Agent-General, or other person issuing the same, to the Minister.

"For the purposes of this section the term 'member of his family' means a wife, child, step-child, or grandchild."

The POSTMASTER-GENERAL said the subordinate parts of clause 31 would show clearly under what conditions the land-orders would be available. First—

"In payment of the first or any subsequent year's rent of any holding under Part IV. of the principal Act, of which the person to whom the land-order is issued, or the person in respect of whom it is issued, or the husband of either, is, at the time of making such payment, the lessee."

Then the next paragraph had reference to the contingency of the death of the holder of a land-order, in which case—

"So much of the value thereof as has not been already so applied shall be available in payment of the rent of any such holding of which he was the lessee at the time of his death, or of which his widow or any member of his family who emigrated with him is, at the time of making such payment, the lessee, or in payment of the rent of any holding in payment of the rent of which it might have been applied if the holder had not died,"

Then the last provision was a very important one :—

"At the time when the land-order is applied in payment of rent the person so applying it must be still a resident in the colony."

If immigrants paid their own passage-money, that was a very fair mode of refunding it, seeing that it consisted of instalments payable from year to year for land taken up by them as selectors. They were thus practically bound to the soil, and so were likely to have an interest in the country and become good settlers. That part of the Bill was to be regarded in the light of an experiment in agricultural settlement, and if the colony succeeded in bringing out people who could use their land-orders in the manner prescribed, then he thought the colony would have imported them at a very cheap price indeed. They would have to remain on the land to avail themselves of the value of the land-orders; and so they could fairly calculate that 90 or 100 per cent. of them would become permanent settlers.

The HON. A. C. GREGORY said that though the proposed system of land-orders was somewhat similar to that which was in force under previous Acts, there was one alteration with regard to which he thought he might suggest a modification. In the previous Acts there was no provision debarring people who had resided in the Australasian colonies; and in consequence of that the immigration agent who was sent home became entitled on his return to get, and he did get, land-orders for himself and family. Now, hon. members might find it very convenient, if they went home to the next exhibition in England, to be able to get land-orders on their return, and he did not see why members of the House should not have the same privileges as were conferred on the immigration agents on previous occasions. He commended that suggestion to the serious consideration of the Postmaster-General, though he was not prepared at the present time to move an amendment embodying it.

The HON. W. FORREST said that, while not dissenting from the land-order principle, he had a strong objection to giving away the lands to others than their own countrymen. He did not think there was any other country in the world that handed over the land to aliens. He was under the opinion that aliens could not hold land here; but even if they could, he protested against handing over the land to any other than their own countrymen. They held the land in trust for them, and not for other men.

The HON. A. J. THYNNE said that for the second occasion that night he had to express a difference of opinion with the Hon. Mr. Forrest, and on the present occasion it was with a very distinct feeling. He thought that many of the settlers who came to this colony nominally as aliens—who threw in their lot with us, and made themselves part of the colony—set an example to our own people of the way in which settlement could be effected, so as to be of the greatest advantage both to the settlers themselves and the general public. He thought it was their duty, when the question was raised in the House by any hon. member, to at once express their views on that point, because it was only a matter of simple justice. He looked upon it that the bulk of the farming, pure and simple—the small farming—was carried on by people from the European States. No doubt the greater part of it was done by our own people—those born in Great Britain or under British rule—but many Europeans who came from other nations set even our own people great examples in modes of cultivation, in thrift, and in many other things which they might very advantageously follow.

The HON. A. C. GREGORY said he thought it was very important that they should offer facilities to emigrants from the Continental States of Europe. He need only illustrate that by referring to a part of the country which most of them were personally acquainted with—the Rosewood Scrub, on the railway line to Toowoomba. That scrub in years gone by he looked upon as a very rich piece of country, and he drew the attention of several persons in Ipswich to the locality, asking them why they did not go and select that scrub. They said it was hopeless—that they could do nothing with it. He said, "What nonsense! I know of plenty of land there that will yet be in great request." However, their own countrymen would not go there, and then they got a number of German farmers to go there, and in a short time by their labours they changed what was a worthless scrub into one of the richest pieces of agricultural country they possess in the Moreton district. He mentioned that as an illustration, and it was not an isolated one, as there were many other instances of the same kind of thing. Therefore, he said, as a question of public policy, they should offer all reasonable encouragements to such a class of people to settle in the country, as their settlement would be found to be conducive to its progress.

The HON. A. HERON WILSON said he could endorse all that the Hon. Mr. Thynne had stated. He remembered when the land-orders were given, and he knew that on the Mary River there were some very successful farmers who had taken up their land by means of land-orders. With regard to what the Hon. Mr. Gregory said about persons going home and coming back again and getting land-orders in that way, he thought if any man went home and married a widow with a number of children he was entitled to a land-order for himself for his plucky deed, as well as to a land-order for them when he came out.

The HON. W. G. POWER said that whilst he agreed with the remarks of the last speakers he

could not see why they should not encourage people from the other colonies to come here. Leaving widows out of the question, the Government might see their way to extend the land-order system. The best people they could get as colonists were those who had been settled for some time in the other colonies, and they should be encouraged to come here. Those people would be better colonists for Queensland than any they could get from Europe, and, besides, the cost of their passage would be very small as compared with the cost of the passages of people from Europe.

The HON. P. MACPHERSON said he had much pleasure in supporting the clause. Referring to certain persons of European extraction, and notably the German population of the colony, he might say that for thrift, industry, perseverance, and, in fact, every quality that constituted valuable colonists, they were unsurpassed. He did not include the Hon. Mr. Heussler amongst them, though that gentleman did not require a land-order.

The HON. J. C. HEUSSLER said that after the flattering speech of the hon. gentleman, and on being called a German, he supposed he must get up, and—only the Land Bill was such a dry subject—he felt inclined to propose the hon. gentleman's health. However, he would be able to do that by-and-by. The hon. gentleman's flattery was in great contrast to what he would call the "narrow-mindedness" of his hon. friend, the Hon. W. Forrest. He had been unable so far to tell to what nation that hon. member belonged, and he was not sure yet whether he was an Englishman, a Scotchman, an Irishman, a German, or an Italian. He believed the hon. gentleman had a little of all those nations in him, but notwithstanding that he was thoroughly narrow-minded. With the exception of the United States, England was inhabited by the greatest mixture of races that existed in the world, and in many respects the mixture was a very good one indeed. The hon. member was mistaken in saying that no country had ever issued land-orders before. A great many years ago they were issued to certain settlers in Germany, and those to whom they were issued were also exempted from taxation for twenty years. There were great gaps in the industries of Queensland which wanted filling up; the colony was, as he might term it, honeycombed, and those great holes must be filled up with something. That could best be done by getting out yeoman farmers with capital, and no better opportunity could present itself for making strenuous efforts in that direction. When touching upon that subject last week his idea was to popularise those land-orders in England, so that thousands of the best farmers of England, with their families, might be induced to come out to Queensland. From the lecturers the colony had had in England, able though some of them might have been, not much good had resulted, and it was high time that a really efficient immigration agent was appointed. The immigration of that class of men would be a great help to the colony's exhausted treasury. They did not want rich people, but people with some means, and only those who came from rural districts, and were willing to settle in the rural districts of the colony. They might also send to Italy and the south of France, and get from there farmers who would teach them how to grow the olive and silk, and cultivate the finer agricultural products. The colony would never do much good in that direction so long as it relied solely on maize and wheat. Then there were many fibrous plants—such as hemp, flax, and linseed—and others that might be introduced with advantage, as well as mustard-seed, carraway-seed, canary-seed, and the common herbs for spices, but nobody took the slightest interest in them. He was glad to find that the cultivation of tobacco was making progress in the colony, and there was every prospect of its being a great article of export. He had a personal friend at Amsterdan who had been engaged in the business for many years and had made many thousands of pounds out of it in Sumatra. He was anxious to show the Hon. W. Forrest that he was by no means right in his wish to exclude foreigners from participating in the benefits which would accrue from the land-order system. It would be a great mistake to limit the benefits of the system solely to those who happened to be born within the United Kingdom.

The HON. W. FORREST said he would not refer to the Hon. Mr. Heussler's speech, because he did not know what he said; but he wished to point out that he made no comparison between people of this country and those from other countries. He had never stated that one made a better citizen than the other; but he protested against the lands of the colony being given away to aliens. He did not care who the alien might be, he had not as great a claim as their own countrymen. In saying that he cast reflection upon none.

The HON. J. C. HEUSSLER said he did not in any way take Mr. Forrest's speech as a reflection upon anyone.

The HON. W. FORREST said he was not addressing the Hon. Mr. Heussler. He repeated that he made no comparisons between people from one country and another, and he was going on to point out that, whenever a discussion of that sort was raised, the question of reflecting upon people of certain countries was brought in, and then the superiority of the Germans was referred to. Now, he knew the value of German colonists as well as anyone. They were honest, decent, and sober colonists, but they were no better than their own countrymen, and he protested against giving away the national estate to aliens. He did not object to them coming here, but he did protest against granting them special farms when our own countrymen were just as excellent colonists.

The HON. W. F. LAMBERT said he hoped the Agent-General would use his discretion, and give their own countrymen the preference. When they could not be obtained in sufficient numbers then the supply might be drawn from other European countries. He hoped the Government would instruct the Agent-General in that way.

Clause put and passed.

Clauses 29, 30, 31, 32, and three schedules, passed as printed.

The POSTMASTER-GENERAL said with respect to the postponed clause 6, in regard to which there was a doubt as to the effect of the verbiage, after a consultation with the Hon. A. C. Gregory, if the Committee had no objection, it had been arranged to pass the clause on the understanding that if it was found that the wording could be improved and made more clear, the clause would be recommitted on Tuesday next for that purpose. He therefore moved that clause 6, as read, stand part of the Bill.

The HON. A. C. GREGORY said the proposal of the Postmaster-General would be the most convenient mode of dealing with the question. The precise modification of the verbiage was not so important, except that it was very desirable that they should make their Acts as clear as possible. Between that evening and Tuesday next they would have time for considering that, and seeing if it could be amended with advantage.

The HON. F. T. GREGORY said he would like to draw the attention of the Postmaster-General to schedules 2 and 3. The 2nd schedule said: "Whereas A.B. is about to emigrate from Great Britain," and there was no evidence that the emigrants would come from any other country. Then the signature was put down as that of the Agent-General for Queensland, whilst probably he would have nothing to do with the matter.

Clause put and passed.

On the motion of the POSTMASTER-GENERAL, the CHAIRMAN left the chair, and reported the Bill to the House with an amendment.

The POSTMASTER-GENERAL moved that the Presiding Chairman leave the chair, and the Bill be recommitted for the consideration of clause 14.

Question put and passed.

On clause 14, as follows:—

"When there is upon any land proclaimed open for selection under the provisions of the forty-fifth section of the principal Act an improvement, the value of the improvement need not be stated in the proclamation, but the value of the improvement shall be determined in manner prescribed by the principal Act, and shall be paid by the selector before a license is issued to him under the fifty-fourth section of that Act.

"The sixth paragraph of the said forty-fifth section is hereby repealed."

The HON. A. RAFF said his attention had been directed to the last paragraph stating that the 6th paragraph of the 45th section was repealed, and on referring to the principal Act he found, if they passed the clause as it stood, it would be inconsistent with the 52nd clause of the principal Act, which stated that if there were any improvements on the land the selector should pay the value of them to the land agent within seven days of the approval of the application. He proposed to omit the words "before a license is issued to him under the fifty-fourth section of that Act" at the end of the first paragraph, with a view of inserting after the word "selector" the words "within twenty-one days after notice of the value, as so determined, has been given to him."

Amendment agreed to.

The HON. A. RAFF moved that the word "is," in the first line of the next paragraph, be omitted with a view of inserting the words "and the fifty-second section of the principal Act are."

The POSTMASTER-GENERAL said he might remark that those amendments were made with the full concurrence of the Government.

The HON. W. FORREST said he approved of the amendments so far as they had gone; but the hon. gentleman had given no indication as to whether he intended to go further. He might point out if the 52nd clause of the principal Act were struck out there would be nothing to compel the Government or anyone to determine the value of improvements within a reasonable time. In the meantime the improvements would go to pieces. The hon. gentleman should see that that was provided for.

The HON. A. RAFF said twenty-one days was allowed for paying for the improvements.

The HON. W. FORREST said there was no time fixed for making the valuation.

The HON. A. RAFF said it was impossible to specify any time when the survey could be made, and the value of the improvements ascertained.

The HON. W. FORREST said he must dissent from the hon. gentleman. There ought to be a reasonable limit fixed. The improvements might lie for years without being valued. They knew that very often selections were taken up, and the license was not issued for a couple of years, because no survey was made; and by the amendment they were asked to pass the improvements would not be valued at the time they were taken from the lessee, or whoever they were taken from. He considered that great injustice might be done unless a reasonable limit was put upon the time within which improvements should be valued. If they could find out and fix with reasonable accuracy the piece of land a man selected, and found out the improvements upon it, the value of those improvements could be fixed. He thought three months would be ample time to allow. Supposing the valuation was made after a lapse of two or three years, what would be the value of the improvements? If they were taken away from the lessee he could not keep them in order, and nobody else could keep them in order.

The HON. A. J. THYNNE said under sections 17, 18, and following sections of the principal Act there appeared to be no time fixed for the operations of the board in regard to the matter referred to, so that the question raised by the Hon. Mr. Forrest was one that went pretty deeply, and it might be necessary to consider whether even now an amendment should not be introduced dealing with it. He was not prepared to express an opinion upon it at that moment.

The HON. F. T. GREGORY said the objection raised was by no means a new one. An instance had come to his recollection where owing to delay some £60 or £70 worth of fencing, which the lessee was entitled to be compensated for, was pulled down and carried away in the time that elapsed between the application being made and the valuation being confirmed.

Question—That the words proposed to be inserted be so inserted—put and passed.

Question—That the clause, as amended, stand part of the Bill—put.

The HON. W. FORREST said he hoped the clause would not be passed without further consideration. The question that he had raised was a very serious one, and he was confident that every hon. gentleman who knew anything about selection would see the danger that he had pointed out.

The POSTMASTER-GENERAL said attention had been drawn to an apparent inconsistency in the clause, and it had been very satisfactorily arranged and cleared up. There was really no ground for complaint by any hon. member with respect to the amendments moved by the Hon. Mr. Raff, which were a decided improvement in the measure. If the Hon. Mr. Forrest saw any ground to object to the clause on Tuesday afternoon, he (the Postmaster-General) promised that it should be recommitted to consider the matter, on the understanding that if the hon. gentleman had any amendment to move it should be circulated on Monday afternoon, so that hon. gentlemen might have time to think over it.

Question put and passed.

On the motion of the POSTMASTER-GENERAL, the CHAIRMAN left the chair, and reported the Bill with further amendments; the report was adopted, and the third reading of the Bill made an Order of the Day for Tuesday next.

BUILDING SOCIETIES BILL.

MESSAGE FROM THE LEGISLATIVE ASSEMBLY.

The PRESIDING CHAIRMAN announced the receipt of the following message from the Legislative Assembly :—

"MR. PRESIDING CHAIRMAN,

"The Legislative Assembly having had under consideration the Legislative Council's amendments in the Building Societies Bill,—

"Agree to the amendment in clause 23 with the following consequential amendment, namely, clause 25, lines 35, 36—omit the words 'although not empowered by its rules to buy freehold or leasehold estates,' in which amendment they invite the concurrence of the Legislative Council.

"Disagree to the amendments in clause 26, because the proposed amendments appear to impose an unnecessary restriction upon the conduct of the business of building societies; and agree to the other amendments."

On the motion of the HON. W. HORATIO WILSON, the message was ordered to be taken into consideration on Tuesday next.

ADJOURNMENT.

The POSTMASTER-GENERAL moved that this House do now adjourn.

The HON. P. MACPHERSON said: Hon. gentlemen,—I would prefer to see the business on the paper proceeded with in deference to the best interests of the country; in deference to the wishes of the *Courier*——

HONOURABLE MEMBERS: Oh, oh!

The HON. P. MACPHERSON: And in deference to my own personal convenience. I have waited at considerable inconvenience to bring forward valuable amendments in the next Bill on the paper; and I am quite prepared to go on with it. It will not take very long, and we might as well start at once.

The HON. W. G. POWER said: I believe the Bill referred to is likely to take a great deal longer than the Hon. Mr. Macpherson says, and I think it very undesirable to begin it at this hour of the night. I do not see why the diggers of the colony should be thrown off with only half an hour's consideration, when the Land Bill takes five or six hours to go through committee in this House. The Bill should receive proper consideration.

The HON. W. FORREST said: Hon. gentlemen,—If the Bill is likely to take so much time as has been hinted at, let us sit a few hours longer. I quite agree with the Hon. Mr. Macpherson, that we should go on with business. There is a great deal to be done yet, and we do not want to stop here until Christmas. I am quite prepared to sit here until morning.

The POSTMASTER-GENERAL said: Hon. gentlemen,—It will afford me much happiness if hon. gentlemen will negative the motion I have just made, and proceed with business.

Question put.

The PRESIDING CHAIRMAN: The "Not-Contents" have it.

The HON. W. G. POWER: Divide!

Upon the next Order of the Day being called,

The POSTMASTER-GENERAL said: I understood a division was called for.

The PRESIDING CHAIRMAN: I did not hear it.

The HON. W. G. POWER: I called for a division.

Question again put, and the House divided with the following result :—

CONTENTS, 11.

The Hons. T. Macdonald-Paterson, W. H. Wilson, D. F. Roberts, H. C. Wood, W. Pettigrew, W. G. Power, A. Raff, W. F. Lambert, W. F. Taylor, J. C. Smyth, and F. H. Hart.

NOT-CONTENTS, 8.

The Hons. F. T. Gregory, A. C. Gregory, W. Forrest, A. J. Thynne, W. Aplin, P. Macpherson, J. D. Macansh, and A. H. Wilson.

Question resolved in the affirmative.

The House adjourned at five minutes to 11 o'clock.